Ocala City Council Agenda - Final
Tuesday, March 15, 2022

Meeting Information

Location
Ocala City Hall
110 SE Watula Avenue
Second Floor - Council Chambers
Ocala, Florida

https://ocalafl.org/meetings

Time
4:00 PM

Council Members
Ire Bethea Sr., Council President
James P. Hilty Sr., Pro Tem
Kristen Dreyer
Barry Mansfield
Jay A. Musleh

Mayor
Reuben Kent Guinn

City Manager
Sandra Wilson

Mission Statement

The City of Ocala provides fiscally responsible services consistent with the community's current and future expectations.

City Council's Strategic Priorities

Priority 1: Economic hub

Priority 2: Fiscally sustainable

Priority 3: Operational excellence

Priority 4: Quality of place

WELCOME!
Citizens are encouraged to participate in City of Ocala meetings. Speaker cards should be filled out in advance and submitted to the City Clerk. Speakers will be limited to 3 (three) minutes. Additional time may be granted by the Council President. When recognized, state name and address. Citizen groups are asked to name a spokesperson.

The City of Ocala encourages civility in public discourse and requests that speakers limit their comments to specific motions and direct their comments to the Council. Cell phones should be turned off or set to vibrate.

The order of agenda items may be changed if deemed appropriate by City Council.

Citizens are encouraged to provide comments in writing to the City Clerk before meetings for inclusion into the public record. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record. In some instances, i.e., Quasi-Judicial Hearings, these particular contacts may be prohibited.

APPEALS
Any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is made.

ADA COMPLIANCE
If reasonable accommodations are needed for you to participate in this meeting, please call the City Manager's Office at 352-629-8401 at least 48 hours in advance so arrangements can be made.

1. Call to Order

a. Opening Ceremony

1. Invocation - Chaplain John Hanks

2. Pledge of Allegiance

b. Welcome and Roll Call

2. Public Notice

3. Proclamations & Awards

3a. Government Finance Professionals' Week proclamation to be presented to Budget Director Tammi Haslam

3b. Service Award - Veronica Martinez - Customer Service Office - 15 Years of Service

3c. Service Award - Sgt. Miguel A. Gauthier, Jr., - Ocala Police Department - 25 Years of Service

3d. Service Award - Captain Bradley Hardy - Fire Rescue - 15 Years of Service

4. Presentations

5. Public Comments

6. Public Hearings

6a. Approve a Concurrency Development Agreement between the City of Ocala, W.G. One Corp, and Country Green, LLP for property located in the 4300 block of SW 20th Street (Parcels # 23320-005-25 and 23812-000-00/Wintergreen PD) (CDA21-44613). This is the second of two public hearings. The first public hearing was held on January 4, 2022. Postponed from the January 18, 2022 and March 1, 2022 City Council Meetings. Request to postpone the public hearing to the April 5, 2022 City Council Meeting.

Presentation By: Tye Chighizola

6b. Approve a Concurrency Development Agreement between the City of Ocala and Country Green, LLP for property located at the 5300 block of SW 20th Street (Parcel # 23320-005-03/Country Green PD) (CDA21-44612). This is the second of two public hearings. The first public hearing was held on January 4, 2022. Postponed from the January 18, 2022 and March 1, 2022 City Council Meetings. Request to postpone the public hearing to the April 5, 2022 City Council Meeting.

Presentation By: Tye Chighizola

6c. Approve the sale of beer and wine for on-premise consumption for Soleil Confections, LLC d/b/a Soleil Bakery + Social House located at 56 SE 1st Ave Unit #101. (Quasi Judicial)

Presentation By: Tye Chighizola

6d. Approve the sale of beer and wine for off-premise consumption for 7-Eleven, Inc, a Texas Corporation d/b/a 7-Eleven #41828 located at 2811 NW 10th Street. (Quasi Judicial)

Presentation By: Tye Chighizola

6e. Approve the sale of beer and wine for off-premise consumption for 7-Eleven, Inc, a Texas Corporation d/b/a 7-Eleven located at 24 NW 60th Ave. (Quasi Judicial)

Presentation By: Tye Chighizola

6f. Approve a Chapter 163 Development Agreement for approximately 26.63 acres of property located on the east side of SW 43rd Court in the 3600 block (across from Saddlewood Elementary) (DMA22-44686). This is the second of two public hearings. The first public hearing was held on March 1, 2022. Request to postpone until the April 5, 2022 City Council Meeting

Presentation By: Tye Chighizola

6g. Adopt Ordinance 2022-25 for a zoning change to R-3, Multi-family Residential, for approximately 15 acres of property located on the east side of SW 43rd Court in the 3600 block (across from Saddlewood Elementary) (Case ZON22-44645) (Quasi-Judicial). Request to postpone until the April 5, 2022 City Council Meeting. **ORD-2022-25**

Presentation By: Tye Chighizola

Introduced by: Barry Mansfield

7. Second and Final Reading of Ordinances
(All are Public Hearings)

7a. Adopt Ordinance 2022-22 to amend and add ordinances under Chapter 70 Article I. In General, Section 70-39, 70-51, and 70-59 in accordance with new Environmental Protection Agency rules. **ORD-2022-22**

Presentation By: Sean Lanier

Introduced by: James P. Hilty Sr

7b. Adopt Ordinance 2022-23 to amend the Future Land Use designation from Employment Center (County) and Commercial (County) to Employment Center (City) for property located north of the curve where NW 40th Avenue transitions easterly to NW Third Street, approximately 71.58 acres. (Parcels #22844-002-00 and 22844-002-03) (Case LUC21-44528) **ORD-2022-23**

Presentation By: Tye Chighizola

Introduced by: Kristen M. Dreyer

7c. Adopt Ordinance 2022-24 to rezone certain property from A-1, General Agriculture, M-1, Light Industrial and R-E, Residential Estate (County), to M-2, Medium Industrial (City), located north of the curve where NW 40th Avenue transitions easterly to NW Third Street, approximately 71.58 acres. (Parcels #22844-002-00 and 22844-002-03) (Case ZON21-44529) (Quasi-Judicial) **ORD-2022-24**

Presentation By: Tye Chighizola

Introduced by: Kristen M. Dreyer

7d. Adopt Ordinance 2022-26 for a zoning change from INST, Institutional, to RO, Residential Office, for approximately 0.34 acres of property located at 819 NE 10th Street (Case ZON22-44635) (Quasi-Judicial). **ORD-2022-26**

Presentation By: Tye Chighizola

Introduced by: Jay A. Musleh

7e. Adopt Ordinance 2022-27 for a zoning change from B-1, Neighborhood Business, to M-2, Medium Industrial, for approximately 6.47 acres of property located between SW 44th Avenue and SW 46th Avenue in the 400 block (420 SW 44th Avenue) (Case ZON22-44636) (Quasi-Judicial) **ORD-2022-27**

Presentation By: Tye Chighizola

Introduced by: James P. Hilty Sr

7f. Adopt Ordinance 2022-28 to annex approximately 9.23 acres located between SW 44th Avenue and SW 46th Avenue in the 400 block (430 SW 44th Avenue) (Case ANX22-44640). **ORD-2022-28**

Presentation By: Tye Chighizola

Introduced by: Barry Mansfield

7g. Adopt Ordinance 2022-29 for an amendment to the Future Land Use Designation from Commerce District (County) to Employment Center (City), for approximately 9.23 acres of property located between SW 44th Avenue and SW 46th Avenue in the 400 block (430 SW 44th Avenue) (Cases LUC22-44643). **ORD-2022-29**

Presentation By: Tye Chighizola

Introduced by: Jay A. Musleh

7h. Adopt Ordinance 2022-30 for a rezoning from A-1 General Agriculture (County), to M-2, Medium Industrial (City), for approximately 9.23 acres of property located between SW 44th Avenue and SW 46th Avenue in the 400 block (430 SW 44th Avenue) (Cases ZON22-44642) (Quasi-Judicial). **ORD-2022-30**

Presentation By: Tye Chighizola

Introduced by: Barry Mansfield

8. General Business

8a. Adopt Budget Resolution 2022-133 amending the Fiscal Year 2021-2022 budget for the carry forward of prior fiscal year grant funds totaling $22,769,699 **BR-2022-133**

Presentation By: Tammi Haslam

8b. Adopt Budget Resolution 2022-134 amending the Fiscal Year 2021 - 2022 budget to provide a supplemental appropriation to reconcile cash balance forward accounts and for the continuation of projects not completed in Fiscal Year 2020 - 2021 in the amount of $139,876,212 **BR-2022-134**

Presentation By: Tammi Haslam

8c. Adopt Budget Resolution 2022-135 amending the Fiscal Year 2021-2022 budget to transfer funds from the General Fund Reserve for Contingencies and appropriate loan revenue to cover expenditures incurred as a result of a legal judgment totaling $79,282,910. **BR-2022-135**

Presentation By: Tammi Haslam

8d. Approve Task Work Order #2022-03 for architectural and engineering design services for construction of a SunTran ticket kiosk and restrooms located at Union Station in the amount of $145,088.57

Presentation By: Tye Chighizola

8e. Approve contract with Blackwater Construction Services, Inc. for the renovation and expansion of the Ocala Police Department 911 Communication Center in the amount of $306,772

Presentation By: Michael Balken

8f. Approve a change to section 3-2 of the Employee Handbook adding Juneteenth as a City holiday

Presentation By: Chris Watt

8g. Adopt Budget Resolution 2022-137 accepting and appropriating a donation from the Fort King Heritage Foundation for the reconstruction of a blacksmith shop at the Fort King Historic Landmark in the amount of $135,000 **BR-2022-137**

Presentation By: Tammi Haslam

8h. Approve contract with Dinkins Construction LLC for the design-build of an 1837 period blacksmith shop at Fort King National Historic Landmark in the amount of $134,711

Presentation By: William Rodriguez-Cayro

9. Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of Council or the public request specific items to be removed for separate discussion and action.

9a. Adopt Budget Resolution 2022-136 amending the fiscal year 2021-2022 budget to appropriate additional funding for the Ocala Police Department communication center expansion in the amount of $32,000. **BR-2022-136**

Presentation By: Tammi Haslam

9b. Approve contract with A.C. Schultes of Florida, Inc. for the abandonment of four drainage wells with a value not to exceed $61,500

Presentation By: Sean Lanier

9c. Approve CRA Agenda Item to reappoint Summer Gill to the Downtown Ocala Redevelopment Advisory Committee

Presentation By: Tye Chighizola

9d. Approve CRA Agenda Item to reappoint Karl Kunz to the East Ocala Redevelopment Advisory Committee.

Presentation By: Tye Chighizola

9e. Approve CRA Agenda Item to reappoint Carolyn Adams to the West Ocala Redevelopment Advisory Committee.

Presentation By: Tye Chighizola

9f. Approve amendment to the City's Purchase Assistance Policy

Presentation By: James Haynes

9g. Approve the First Amendment to City Redevelopment Agreement for Brewery in Midtown, LLC at 235 NE Watula Avenue

Presentation By: Peter Lee

9h. Approve three-year contract with Perfect Mind, Inc., to provide and support recreation and park management software services for a cost not to exceed $92,146

Presentation By: John Spencer

9i. City Attorney Invoices February 2022

Presentation By: Robert W. Batsel, Jr.

9j. Approve Regular Meeting City Council Minutes for Tuesday, March 1, 2022

Presentation By: Angel Jacobs

10. Consent Agenda Items Held for Discussion
Should any items be removed from the Consent Agenda for discussion, they will be discussed at this time.

11. Introduction and First Reading of Ordinances - None

12. Internal Auditor's Report - None

13. City Manager's Report

14. Police and Fire Department Report

15. Mayor's Report

16. City Attorney's Report

17. Informational Items

17a. Calendaring Items

17a1. Strategic Planning Session - Tuesday, March 22nd - 8:30am - Hilton Garden Inn

17a2. City Council Work Session: Attorney Services - Monday, March 28th - 12:00pm noon

17b. Comments by Mayor

17c. Comments by Council Members

17d. Informational

17d1. Local Mitigation Strategy (LMS) Annual Report

17d2. Executed Contracts Under $50,000

18. Adjournment

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.org

File #: 2022-0400 Agenda Item #: 3a.

Submitted By: Fazillete Gonzalez

Presentation By: Mayor Kent Guinn

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Government Finance Professionals' Week proclamation to be presented to Budget Director Tammi Haslam

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2022-0401 Agenda Item #: 3b.

Submitted By: Fazillete Gonzalez

Presentation By: Sandra Wilson

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Service Award - Veronica Martinez - Customer Service Office - 15 Years of Service

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2022-0402 Agenda Item #: 3c.

Submitted By: Fazillete Gonzalez

Presentation By: Sandra Wilson

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Service Award - Sgt. Miguel A. Gauthier, Jr., - Ocala Police Department - 25 Years of Service

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2022-0403 Agenda Item #: 3d.

Submitted By: Fazillete Gonzalez

Presentation By: Sandra Wilson

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Service Award - Captain Bradley Hardy - Fire Rescue - 15 Years of Service

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2022-0034 Agenda Item #: 6a.

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve a Concurrency Development Agreement between the City of Ocala, W.G. One Corp, and Country Green, LLP for property located in the 4300 block of SW 20th Street (Parcels # 23320-005-25 and 23812-000-00/Wintergreen PD) (CDA21-44613). This is the second of two public hearings. The first public hearing was held on January 4, 2022. Postponed from the January 18, 2022 and March 1, 2022 City Council Meetings. Request to postpone the public hearing to the April 5, 2022 City Council Meeting.

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Quality of Place

PROOF OF PUBLICATION:
12/17/2021 and 01/07/2022

BACKGROUND:

This Concurrency Development Agreement between the City of Ocala, W.G. One Corp, and Country Green, LLP addresses the future development for the property located in the 4300 block of SW 20th Street. The development approvals for this property known as the Wintergreen PD started in 2004. At that time, the Wintergreen property owner and adjacent property owner to the south (Ransome Group) were trying to develop their properties that did not have sufficient access. As part of a roadway agreement, the Ransome Group would donate right of way and construct SW 44th Avenue from SW 20th Street to SR 200. The Wintergreen property owner would donate a portion of the SW 44th Avenue right of way. In 2008, construction started on the roadway with the understanding that the Wintergreen property owner would be donating the right of way. The Ransome Group started the four-lane road south of SW 20th Street, but construction stopped due to economic issues in 2009. Over the past few years, staff has been working with the Wintergreen property owner concerning the development approvals for his property and the donation of the right of way. The City needs the right of way to complete this segment of the road, which is part of the beltway around the City. This project is listed as the number two priority on the Transportation Planning Organization's (TPO) list of priority projects. The overall SW/NW 44th Avenue corridor will help move traffic from SR 200 to SR 326.

The Wintergreen property owner intends to develop the property as a Planned Development (PD) to allow

for a mixed-use development that includes apartments and commercial/retail uses. The PD rezoning/plan will be submitted for approval after the adoption of this agreement. A traffic study was reviewed and approved by City, County, and the TPO. The traffic study indicates no additional level of service failures based on the new traffic generated by the build-out of the property, background trips, and vest trips. The study was based on SW 44th Avenue being completed, and the agreement includes an equivalency matrix to allow changes in the proposed uses.

FINDINGS AND CONCLUSIONS:

The proposed Concurrency Development Agreement along with a Donation Agreement are the necessary mechanisms needed to convey the right of way to the City. The Concurrency Development Agreement will reserve trips until 2037 for the property owner and mitigate the impact of the development. The Donation Agreement will be presented at the January 18, 2022, City Council meeting.

As part of the Concurrency Development Agreement, the City will support the property owner's application to receive transportation impact fee credits for the donation of the right of way. Section 10-323 of the County Impact Fee Ordinance provides for a developer/property owner to receive a credit against impact fees according to a written impact fee credit agreement approved by the County Commission for the conveyance of ROW and construction or expansion of transportation facilities.

FISCAL IMPACT:
The agreement was reviewed by the Assistant City Attorney, James W. Gooding.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The Concurrency Development Agreement and the Donation Agreement will allow staff to pursue additional funding from the state to complete SW/NW 44th Avenue corridor project.

ALTERNATIVE:

- Approve
- Approve with changes
- Deny
- Table

This Instrument Prepared by and Return To:
W. James Gooding III
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

DEVELOPMENT AGREEMENT CONCERNING TRANSPORTATION CONCURRENCY AND OTHER MATTERS PURSUANT TO CHAPTER 163, FLORIDA STATUTES [WINTERGREEN]

Between
City of Ocala, a Florida municipal corporation,
and
W.G. One Corp, a Nevada corporation, as Trustee of the Wintergreen B.T., a business trust, and Country Green, LP, a Nevada limited liability partnership

Effective Date: January 18, 2022

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DEVELOPMENT AGREEMENT CONCERNING TRANSPORTATION CONCURRENCY AND OTHER MATTERS PURSUANT TO CHAPTER 163, FLORIDA STATUTES [WINTERGREEN]

THIS DEVELOPMENT AGREEMENT CONCERNING TRANSPORTATION CONCURRENCY AND OTHER MATTERS PURSUANT TO CHAPTER 163, FLORIDA STATUTES [WINTERGREEN] executed by the Parties as of January 18, 2022 (the "Effective Date"), is entered into by and between:

- City of Ocala, a Florida municipal corporation ("City"); and
- The following (individually and collectively "Owner"):
    - W.G. One Corp, a Nevada corporation, as Trustee of the Wintergreen B.T., a business trust ("WG"); and
    - Country Green, LP, a Nevada limited liability partnership ("Country Green").

WHEREAS:

A. Owner owns Property[1] which is located in Marion County, Florida, and also within the jurisdictional boundaries of City.

B. Owner has made application to City for rezoning of the Property to a Planned Development (PD) zoning district, and for approval of the PD Plan.

C. Such application is being approved by City contemporaneously herewith.

D. Owner intends to develop the Property as a mixed-use real estate development, which may include condominium, townhouse, specialty retail and office uses, as set forth in the PD Plan as currently approved or as such PD Plan may be subsequently amended.

E. Project Engineer prepared the Traffic Study on behalf of Owner, which studied the effect on Transportation Facilities of the development of the Property. The Traffic Study was reviewed and approved by City, County and the TPO. The provisions of the Traffic Study are, by this reference, incorporated into the terms and provisions of this Agreement.

F. The Traffic Study projects that, based on the adopted level of service standards of the City and County, certain Transportation Facilities identified in this Agreement will have adequate facility capacity during the PM peak hour for the projected new traffic generated by the build-out of the Property, taking into account existing background traffic and projected growth of existing traffic, and background vested traffic.

G. The conclusion set forth in paragraph F above, was based, in significant part, upon the assumption that City will construct 44th Avenue.

H. A significant portion of the 44th Avenue ROW is located on the Property.

[1] Terms capitalized in these Whereas paragraphs, and not previously defined herein, are defined in paragraph 1 below.

I. Owner and City have agreed that the conveyance of Conveyed ROW by Owner for the Property's impact on Transportation Facilities shall be conveyed, as applicable, to permit City to construct 44th Avenue and to permit another party (KAS) to construct the East-West Road.

J. Chapter 86 of City's Code of Ordinances provides that, in the case of inadequate transportation capacity or under circumstances similar to these (e.g., where the transportation capacity is adequate only because of a planned transportation improvement by City, a portion of the ROW of which is owned by Developer), a property owner may enter into a concurrency development agreement with the City to provide or fund Transportation Improvements. This Agreement shall constitute a concurrency development agreement under the provisions of Chapter 86 of the City Code.

K. Owner has submitted an Application for a Certificate of Capacity to the City for the vehicular Trips (capacity) needed to accommodate the development of the Property.

L. Owner has agreed to convey the Conveyed ROW to City, as set forth below, to mitigate the impact of development of the Property by Owner and to permit City to construct 44th Avenue and KAS to construct the East-West Road.

M. Section 10-323 of the County Impact Fee Ordinance provides for a Developer to be provided with a credit against Impact Fees pursuant to a written impact fee credit agreement approved by the County Commission for conveyance of ROW and construction or expansion of Transportation Facilities.

N. City and Owner believe that based upon Owner's conveyance of Conveyed ROW to City, Owner is entitled to Impact Fee Credits pursuant to the County Impact Fee Ordinance and Section 163.3180, Florida Statutes.

O. This Agreement also constitutes a development agreement under the Development Agreement Act to the extent it concerns matters in addition to transportation concurrency.

P. City has held public hearings to accept and encourage public input with respect to the proposals of Owner contained in this Agreement, and has considered public input. City has determined that the provisions of this Agreement and the contemplated vesting of development rights contemplated by this Agreement are consistent with, and not in contravention with, the provisions of City's Concurrency Management System, as codified in Chapter 86 of the City Code.

Q. City has provided its Notice of Intent to consider entering in this Concurrency Development Agreement by advertisements published in the Ocala Star-Banner, a newspaper of general circulation and readership in Marion County, Florida, on December 17, 2021 and January 7, 2022, and by mailing a copy of the Notice of Intent to Owner, and to the persons and entities shown on the most recent Marion County Tax Roll to be the owners of property lying within three hundred feet (300') of the boundaries of the Property which is the subject-matter of this Agreement, and by announcing the date, time, and place of the second hearing during the first hearing.

R. The City Council of the City has held public hearings on January 4, 2022 and January 18, 2022, to consider this Agreement, has found and determined that its execution of this Agreement will further the objectives of the Local Government Comprehensive Planning and Land Development Regulation Act, and that the development contemplated and permitted by this Agreement comply with the City's Code.

NOW, THEREFORE, in consideration of the foregoing (which are incorporated herein by reference), the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

1. **Definitions**.

1.1. Definitions. In addition to any other terms which may be specifically defined elsewhere in this Agreement, for the purposes of this Agreement the following terms shall have the following meanings:

1.1.1. *44th Avenue* – The planned public roadway designated by the City as "NW 44th Avenue," referring specifically to that segment of NW 44th Avenue running from SW 20th Street south to the northern terminus of that portion of SW 43rd Court that commences at SW 40th Street and runs to the north. (References herein to SW 43rd Court are also deemed to refer to NW 44th Avenue.) The term also includes conveyances of 44th Avenue ROW.

1.1.2. *44th Avenue ROW* – The ROW required for the City's construction and operation of 44th Avenue, including related Stormwater Management Facilities, and all required temporary or permanent easements, all as set forth in the Property Donation Agreement, subject to being revised as set forth therein.

1.1.3. *Agreement* – This Concurrency Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3161 through 163.3215, inclusive, of the Florida Statutes.

1.1.4. *Capacity Reservation Fee* – The amount to be paid by Owner to City for the Reserved Trips as set forth in Section 86-2(e).

1.1.5. *City* – The City of Ocala, a Florida municipal corporation.

1.1.6. *City CMS* – The City's Concurrency Management System, as codified in Chapter 86 of the City Code, as the same may be subsequently amended, modified or supplemented.

1.1.7. *City Code* – The City's Code of Ordinances, as the same may be subsequently amended, modified or supplemented.

1.1.8. *Community Planning Act* – Section 163.3161, et seq., Florida Statutes (2018).

1.1.9. *Concurrency Mitigation* – The ROW to be dedicated or other activities to be performed, by Owner pursuant to paragraph 4 below.

1.1.10. *Conveyed ROW* – The ROW to be conveyed to City pursuant to the Property Donation Agreement or this Agreement. The Conveyed ROW includes all of the real property conveyed interests to City either in fee simple or pursuant to easements.

1.1.11. *County* – Marion County, Florida, a political subdivision of the State of Florida.

1.1.12. *County CMS* – The County Concurrency Management System, as codified in Division 8 of Chapter 1 of the County LDR, as the same may be subsequently amended, modified or supplemented.

1.1.13. *County Code* – The "Marion County Code" as defined in Section 1-1 of the County Code, as the same may be subsequently amended, modified or supplemented.

1.1.14. *County Impact Fee Credit Agreement* – An agreement between Owner and County pursuant to which Owner is provided with credits against Impact Fees, as set forth in greater detail in paragraph 4.2.1.

1.1.15. *County Impact Fee Ordinance* – The Marion County Impact Fee Ordinance for Transportation Facilities as defined and codified in Division 2 of Article 10 of the County Code.

1.1.16. *Deficient Facilities* – One or more Transportation Facilities of which capacity is inadequate (i.e., the Transportation Facilities will be operating at less than the adopted Level of Service ("LOS") for such Transportation Facilities) as determined by the Traffic Study as of buildout of the Project, other than Transportation Facilities for which capacity is projected to be inadequate (based upon existing and projected future background traffic) prior to development of the Property.

1.1.17. *Development Agreement Act* – The "Florida Local Government Development Agreement Act" as defined in Section 163.3220, Florida Statutes, and as codified in Sections 163.3220 through 163.3243, Florida Statutes.

1.1.18. *East-West Road* – The future roadway to be constructed by KAS (or a successor-in-title thereto) under the Settlement Agreement, which will extend from an intersection with SW 38th Avenue westerly to a western terminus at, or westerly of, the western boundary of the Western Parcel.

1.1.19. *East-West Road ROW* – The ROW required by City's construction and operation of the East-West Road, including related Stormwater Management Facilities, and all required temporary or permanent easements, all as set forth in the Property Donation Agreement, subject to being revised as set forth therein.

1.1.20. *Effective Date* – The date the terms of this Agreement become effective, as set forth in paragraph 9.15 below.

1.1.21. *Equivalency Matrix* – The Land Use Exchange Matrix attached hereto as **Exhibit C**.

1.1.22. *FDOT* – The Florida Department of Transportation, or its successor.

1.1.23. *Governmental Authority* – Any governmental entity, agency, department, bureau, division, or other representative of any governmental entity which has jurisdiction, permitting authority, or the authority to issue authorizations or approvals regarding development or usage of the Property or any portion thereof, all Transportation Improvements (as defined below) which are the subject of this Agreement, and all

road, stormwater management and utilities Improvements or facilitates which are the subject of this Agreement.

1.1.24. *Impact Fee Credits* – Credits against Impact Fees to be provided to Owner under the County Impact Fee Credit Agreement.

1.1.25. *Impact Fees* – Impact fees due under the County Impact Fee Ordinance. Because this Agreement concerns transportation concurrency and transportation impact fees only, this phrase does not apply to any other impact fees, or similar charges, assessed under the County Code or City Code.

1.1.26. *KAS* – KAS Ocala, LLC, a Florida limited liability company.

1.1.27. *Month* – (regardless of whether the term is capitalized) – When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date of the first event. For example, two (2) months after October 15, 2022, is November 15, 2022. If the first event is a date which is not in the subsequent month, the subsequent date will be the last day of such subsequent month. For example, one month after October 31, 2022 is November 30, 2022.

1.1.28. *Owner* – As defined in the introductory paragraph to this Agreement, being the current record title owners of the Property, or any portion thereof. It is anticipated that there will eventually be multiple owners of parcels of the Property, the terms of this Agreement shall run with the land and remain in place and shall be effective as to all of the Property, notwithstanding the Property having multiple Owners.

1.1.29. *Parcel or Parcels* – One or more of the Parcels of real property specifically described or referenced in this Agreement, including the Property (as defined below).

1.1.30. *Party* or *Parties* – One or more of City or Owner.

1.1.31. *PD Amendment* – An amendment to the PD zoning classification for the Property or of the then-approved PD Plan.

1.1.32. *PD Plan* – The PD Plan (that meets the requirements of Section 122-943 of the City Code) as the same may be subsequently amended or modified through a PD amendment.

1.1.33. *Project* – Collectively, the development of the Property and all related infrastructure required to market and use the Property, or Parcels thereof, as a mixed-use development as contemplated under the terms of this Agreement. The term "Project" shall include all design, permitting and construction of infrastructure Transportation Improvements described in this Agreement; acquisition of all required ROW for roads and utilities infrastructure; and procurance of all necessary approvals or permits from all applicable Governmental Authorities. This term shall also apply to all actions to be undertaken by an Owner or City pursuant to the terms of this Agreement or any amendment or supplement thereto.

1.1.34. *Project Engineer* – The engineering firm or firms retained by Owner to perform the Traffic Study and prepare the Equivalency Matrix. As of the Effective Date, Kimley-Horn & Associates, Inc. is the Project Engineer. Owner may change the Project Engineer without amending this Agreement but, by providing written notice to City.

1.1.35. *Property* – The real property owned by Owner located in Marion County, Florida, also located within the jurisdictional boundaries of City, described on attached **Exhibit A**.

1.1.36. *Property Donation Agreement* – The Agreement Concerning Donated Right-of-Way and Related Matters between City and Owner dated January 18, 2022.

1.1.37. *Public Facilities* – Those public facilities identified in paragraph 8 below.

1.1.38. *Reservation of Capacity* or *Reserved Capacity* or *Capacity Reservation* – The reservation of Trips to Owner pursuant to paragraph 5.1 below.

1.1.39. *Reserved Trips* – The Trips (as defined below) that are included in Owner's Reserved Capacity.

1.1.40. *Road* – One or more of 44th Avenue or the East-West Road, or any portion of either.

1.1.41. *ROW* – Right-of-way required for the construction of a defined or referenced Road, including lands required for the construction of appurtenant required Stormwater Management Facilities. The term "ROW" shall also apply, as applicable, to all Easements (permanent or temporary), necessary for the construction, or operation, of the applicable roadway and appurtenant Stormwater Management Facilities. The term may be used with reference to the Road for which the ROW is required; e.g., "44th Avenue ROW" refers to the ROW required for the construction of 44th Avenue.

1.1.42. *Settlement Agreement* –The "Settlement Agreement" between Seller, on the one hand, and KAS, on the other hand, entered into in 2017.

1.1.43. *Stormwater Management Facilities* – A system which is designated and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C. and the City Code.

1.1.44. *Subsequent Owners* – A successor in title to Owner or to the other current owners of the Property or any Parcel thereof.

1.1.45. *TPO* – The Ocala Marion Transportation Planning Organization.

1.1.46. *Traffic Study* – The "Traffic Impact Analysis Wintergreen PD" dated June, 2018, prepared by Project Engineers regarding the Property as stated in Whereas

paragraph D, as supplemented by the Equivalency Matrix provided by Project Engineer in June 2021. The Traffic Study has been: (a) prepared in accordance with the methodology agreed to by City, County, and TPO; and (b) reviewed, approved and accepted by City, County and TPO. The Traffic Study was developed pursuant to a methodology approved by the City, County, and Ocala/Marion County Transportation Planning Organization (TPO), and the Traffic Study has been reviewed, approved and accepted by City, County, and the TPO. The contents of the Traffic Study are, by this reference, incorporated into this Agreement.

1.1.47. *Transportation Facilities* – All public roads, streets or highways (collectively the "Roadway Segments"), and intersections ("Intersections") studied pursuant to the Traffic Study.

1.1.48. *Transportation Improvements* – All construction required to be undertaken to complete the construction, or modification, of the described infrastructure. This shall include, but not be limited to, all surface improvements, roads, paving, sidewalks, gutters, lighting, Stormwater Management Facilities, and potable water, sanitary sewer, and electrical utilities, reclaimed water, and fiber optic infrastructure.

1.1.49. *Trip* or *Project Trip* – The projected traffic impact of the development of the Property, or a Parcel thereof, measured in terms of net new PM external peak hour vehicle trip generation.

1.1.50. *Water Management District* or *District* – The Southwest Florida Water Management District, an agency of the State of Florida, the Governmental Authority which has jurisdiction over the design, permitting and operation of surface water and stormwater management systems, and Stormwater Management Facilities, for the Property and for all Transportation Improvements, and (if applicable) utilities improvements, to be constructed under the terms of this Agreement.

1.2. Rules of Construction. For the purposes of the interpretation, construction, administration, and implementation of this Agreement, unless otherwise stated in this Agreement or the context clearly indicates to the contrary, the following rules of construction shall apply:

1.2.1. Words importing the singular number shall include the plural, and vice versa.

1.2.2. Words importing a particular gender shall include all genders.

1.2.3. Where a provision involves two or more items, conditions, provisions or events connected by the conjunction "and," "or" or "either or," the conjunction shall be interpreted as follows: "and" indicates that all the connected terms shall apply; "or" indicates that the connected terms may apply singly or in any combination; and "either or," indicates that only one of the connected terms may apply.

1.2.4. The word "includes" shall be assumed to be followed by the phrase "without limitation," and therefore shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

1.2.5. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement.

1.2.6. The term "heretofore" shall mean prior to the execution of this Agreement.

2. **Representations and Warranties**. As a material inducement to the other Parties to enter into this Agreement, each Party makes the following representations and warranties to the other Parties to this Agreement:

2.1. Owners' Representations and Warranties. Owner represents and warrants to City that:

2.1.1. WG is a validly organized corporation under the Laws of the State of Nevada and is the sole trustee for "Wintergreen BT" which is a business trust under the laws of the State of _____, and is authorized to transact business in the State of Florida.

2.1.2. Country Green is a validly organized limited liability partnership under the laws of the State of Nevada and is authorized to transact business in the State of Florida.

2.1.3. Owner has taken all actions prerequisite necessary for the execution and delivery of this Agreement, and upon the execution and delivery of this Agreement by Owner the obligations of Owner hereunder shall be valid and binding obligations of Owner. The entities or individuals executing this Agreement on behalf of Owner are duly authorized representatives for Owner, authorized to execute this Agreement in their respective capacities as set forth below.

2.1.4. The Owner is the legal and equitable owner of the Property. The Property is not encumbered by any mortgages or other liens.

2.1.5. The execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of any agreement, covenant, Court Order, Judgment, or the governing documents of Owner.

2.2. **City Representations and Warranties**. City represents and warrants to Owner that:

2.2.1. The actions by City hereunder are consistent with, and not in contradiction of, the terms and provisions of the City's Comprehensive Plan.

2.2.2. City has taken all necessary actions prerequisite to the execution and delivery of this Agreement, including but not limited to the necessary public hearings, providing proper notice of the public hearings, and the conducting of public hearings related thereto.

2.2.3. Upon the execution and delivery of this Agreement by City, the obligations of City shall be valid and binding obligations of City.

2.2.4. Execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of the City's Charter, the City Code or by the terms and provisions of any agreement, covenant, Court Order or Judgment to which City is a party.

2.2.5. Owner has, pursuant to the provisions of paragraph 5.1 reserved transportation facilities for external trips ingressing and egressing to or from the Property in the amount set forth in such paragraph.

TRANSPORTATION CONCURRENCY

3. **Transportation Facilities; Traffic Concurrency; Owner Contributions**.

3.1. Traffic Study. The Traffic Study has, as set forth in paragraph 1.1.46, been: (a) prepared in accordance with the methodology agreed to by City, County and the TPO; and (b) reviewed, approved and accepted City, County and the TPO.

3.2. Equivalency Matrix.

3.2.1. Owner and City agree that the Land Use Trip Equivalency Matrix ("Matrix") shown on attached **Exhibit C**, shall be used to quantify allowed changes in the land use types and intensities of the overall development program for the Project. [Note: This Matrix allows changes in the approved land uses and intensities on a site in the Project, and provides the method of calculation and determination of the changes in the off-site Transportation Facilities impact which would be the result of the changes. Permitted uses per the PD and as shown on the PD Plan of the Project, as the same may be subsequently amended or modified through a PD Amendment.] For the purposes of this Matrix, the Trip generation rates for each land use was obtained using rates or equations provided in the ITE Trip Generation Manual (10th Edition).

3.2.2. In addition to the development uses within the Project which are expressly set forth in the Equivalency Matrix, other development uses may be allowed pursuant to the Equivalency Matrix if there is a trip generation rate for such other uses under the current Trip Generation Manual published by the institute of Traffic Engineers.

3.2.3. Any time Owner uses the Equivalency Matrix or other provisions of this paragraph 3.2, Owner shall notify City in writing, and upon request of Owner and acknowledgement by City that the use, or uses, comply with the requirements of this paragraph 3, City shall acknowledge and confirm the remaining development uses and density/intensities available for the Project under the Equivalency Matrix.

3.3. Study Area. The Traffic Study for the Project included all roadway segments where PM, peak hour project traffic consumes three percent (3%) or more of the same subject roadway segment's peak hour directional service capacity, consistent with the approved methodology.

3.4. Roadway Segments.

3.4.1. The Traffic Study analyzes traffic capacity based upon the current adopted levels of service for the applicable Transportation Facilities, as adopted by the governmental entity owning and operating the particular traffic facility (the City, County or FDOT, as applicable).

3.4.2. The Traffic Study concludes that, under the 2037 buildout roadway segment evaluation for PM peak hour traffic volume, there are no additional LOS

deficiencies due to the addition of project traffic (other than those that would occur without Project Traffic).

3.5. Intersections.

3.5.1. The Traffic Study includes an intersection analysis identifying the intersections included in the Study pursuant to the agreed methodology, and any required operational changes to the intersections to maintain required traffic concurrency standards. The Traffic Study analyzes traffic capacity based upon the current adopted levels of service for the applicable Transportation Facilities, as adopted by the governmental entity owning and operating the particular traffic facility (the City, County or FDOT, as applicable).

3.5.2. The Traffic Study concludes that, under the 2037 buildout intersection analysis for PM peak hour traffic volume, there are no additional LOS deficiencies due to the addition of project traffic (other than those that would occur without Project Traffic).

3.6. Proportionate Share Obligations.

3.6.1. As set forth in paragraphs 3.4.2 and 3.5.2 above, the Traffic Study indicates that no additional Transportation Improvements were identified to be needed at Project Buildout beyond those identified under future background traffic conditions. Therefore, no proportionate share contributions pursuant to Section 163.3180, Florida Statutes, or Section 86-5 of the City Code, are required of Owner.

3.6.2. This paragraph 3.6 does not relieve Owner of its obligation to convey the Conveyed ROW pursuant to the Property Donation Agreement or paragraph 4.1 of this Agreement.

3.6.3. Further, because the conclusions of the Traffic Study are based upon the assumption that City will construct 44th Avenue, it is fair and reasonable that City and Developer enter into this Agreement that provides for the Reserved Capacity being granted in exchange for the conveyance of the Conveyed ROW.

4. **Concurrency Mitigation**. City and Owner agree that Owner may satisfy the transportation concurrency requirements for the Project as follows:

4.1. Conveyance of ROW. Owner intends to mitigate for the transportation impacts of the Project through conveyance of the Conveyed ROW pursuant to the Property Donation Agreement and this Agreement, and specifically:

4.1.1. Owner shall convey to City all 44th Avenue ROW as set forth in the Property Donation Agreement.

4.1.2. Owner shall convey to City all East-West Road ROW as set forth in the Property Donation Agreement.

4.2. Credits. City acknowledges that, pursuant to the provisions of Section 163.3180(5)(2)(e), Florida Statutes, Owner is entitled to receive a credit for Conveyed ROW, on a dollar-for-dollar basis for impact fees, mobility fees or other transportation concurrency mitigation

requirements paid or payable in the future with respect to the Project including the Capacity Reservation Fee due to City.

4.2.1. City and Owner believe that Owner is entitled to a credit against Impact Fees pursuant to Section 10-323 of the County Impact Fee Ordinance. City will support Owner in connection with the negotiation and execution of such agreement with County, but such Agreement is not a condition precedent to Owner's obligation under this Agreement or under the Property Donation Agreement.

4.2.2. Because the County is not a party to this Agreement, in the event that County hereafter adopts or imposes any new impact fee, mobility fees, or other transportation concurrency mitigation requirements that are payable with respect to the Project, Owner shall, as required, make appropriate notification or application to County with respect to Owner's rights to the dollar-for-dollar credit specified in the referenced provisions of Section 163.3180(5)(2)(e) of the Florida Statutes.

4.2.3. City acknowledges that Owner is entitled to a credit against the Concurrency Reservation Fee due to City under the City CMS. The amount of such credit for the Conveyed ROW shall be determined as follows:

4.2.3.1 By agreement between City and Owner.

4.2.3.2 If City and Owner are unable to agree upon the value, and if Owner and County enter into a County Impact Fee Agreement pursuant to paragraph 4.2.1 of this Agreement, pursuant to the method for valuing the Conveyed ROW set forth therein.

4.2.3.3 Otherwise, as set forth in the City CMS (currently Section 86-10(g)(6).

5. **Capacity Reservations**.

5.1. Reservation of Capacity.

5.1.1. In consideration for Owner's obligations under this Agreement, there is reserved in favor of Owner, for the benefit of the Property, Reserved Capacity in the amount of 482 Trips.

5.1.1.1 Owner has previously submitted to City, with the submission of the Traffic Study, a Capacity Reservation request. Simultaneous with the execution of this Agreement, City will issue to Owner, for the benefit of Owner, and for the benefit of the Property, a concurrency determination in accordance with the normal procedures of City's CMS.

5.1.1.2 Such concurrency determination shall be conditioned upon Owner conveying to City the Conveyed ROW as and when set forth in the Property Donation Agreement and, in any event, within six (6) months of the Effective Date of this Agreement. If such condition does not occur within such time period, City may revoke the concurrency determination in its sole discretion.

5.1.1.3 Further, if the amount of the credit to be provided to Owner for the Conveyed ROW pursuant to paragraph 4.2.3 is insufficient to pay the entire Concurrency Reservation Fee, Owner shall pay the difference to City within one (1) month after the amount of such credit is determined; if Owner does not do so, City may revoke the concurrency determination in its sole discretion.

5.2. Term of Reservation. The Reservation of Capacity granted to Owner by City as set forth above for the benefit of the Property or any portion thereof shall have a term commencing on the Effective Date of this Agreement and ending on December 31, 2037. Any extensions of the reservations of capacity beyond that date shall require amendment to this Agreement, and subsequent review and approval of an updated Traffic Study.

ADDITIONAL PROVISIONS

6. **Benefits of Development Agreement Act**. Pursuant to Section 163.3233, Florida Statutes:

6.1. The City's laws and policies governing the development of the Property at the time of the execution of this Agreement shall govern the development of the Property for the duration of this Agreement.

6.2. City may apply subsequently adopted laws and policies that are subject to this Agreement only if the City holds a public hearing and determines:

6.2.1. They are not in conflict with the laws and policies governing this Agreement and do not prevent development of the Property for the uses, intensities, or densities in this Agreement;

6.2.2. They are essential to the public health, safety, or welfare, and expressly state that they shall apply to the Project that is subject to this Agreement;

6.2.3. They are specifically anticipated and provided for in this Agreement;

6.2.4. City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

6.2.5. This Agreement is based on substantially inaccurate information supplied by the developer.

6.3. Notwithstanding paragraph 6.2, no subsequently enacted laws or policies may, except as expressly set forth herein concerning termination of this Agreement, eliminate or modify the Reservation of Capacity provided for in paragraph 5 of this Agreement.

7. **Development Permits Required**.

7.1. Local Development Permits.

7.1.1. The local development permits approved or needed to be approved for the development of the Project (or portions thereof) in accordance with the provisions of this Agreement, and the status of each such permit or approval, are set forth on the attached **Exhibit B**.

7.1.2. Nothing in this Agreement shall be deemed to obviate the Owner's compliance with terms and provisions of each such identified Permit, nor to obligate the City, to grant any of the Permits, actions, or approvals enumerated above.

7.2. Additional Permits, Etc. The failure of this Agreement to address any particular permit, condition, term, or restriction on development shall not relieve the Owner, City or County of the necessity of complying with any law governing said permitting requirement, conditions, terms and restrictions with respect to the contemplated development of the Project, as applicable.

7.3. Additional Conditions. City reserves the right to impose additional conditions, terms, restrictions or other requirements determined to be necessary for the public health, safety, and welfare of their citizens with respect to the development contemplated by the Owner and described in this Agreement, provided that such conditions, terms or restrictions shall not be in contravention with the terms of this Agreement.

8. **Public Facilities**. The Public Facilities that will service the Project, the person or entity who or which shall provide such Public Facilities, and the date of any new Public Facilities which must be constructed, are as follows:

8.1. Transportation Facilities. See the provisions of paragraphs 3 through 5 regarding Transportation Facilities which will provide capacity for the Project.

8.2. Potable Water. Potable water services for the Property are available from the City. City presently has sufficient permitted and constructed capacity, unreserved, for the development of the Project.

8.3. Sanitary Sewer. Sanitary sewer services for the Property are available from the City. City presently has sufficient permitted and constructed capacity, unreserved, for development of the Project.

8.4. Solid Waste Collection. Solid waste collection for the Property will be provided pursuant to the City Code by the City. City currently has sufficient capacity, unreserved, to provide solid waste collection services for the Project.

8.5. Educational Facilities. Public education services for the Property are currently provided by the following schools, operated by the Marion County Board of Public Education:

8.5.1. Elementary School – Saddlewood Elementary

8.5.2. Middle School – Liberty Middle School

8.5.3. High School – West Port High School

8.6. Recreational Facilities. The Property is served by recreational facilities owned by City, including the Ocala Sports Complex located within three (3) miles of the Property.

8.7. Health Systems and Facilities. West Marion Hospital is located approximately one and eight-tenths (1.8) miles from the Property.

9. **Additional Provisions**.

9.1. Notices.

9.1.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph 9.1:

9.1.1.1 For Developer: MTN Holding Company Inc., Attn: Don Carll, 2600 Pleasantdale Road, Suite 7, Atlanta, Georgia 30340; email: don@mtnholding.com.

a. With a copy to: Gary Scott Edinger, Esq., 305 NE 1st Street, Gainesville, FL 32601; email: gsedinger12@gmail.com.

9.1.1.2 For City: Director of Growth Management Services, 201 SE 3rd Street (2nd Floor), Ocala, FL 34471; email: TChighizola@Ocalafl.org.

a. With a copy to: City Engineer, 1805 N.E. 30th Ave., Building 600, Ocala, Florida 34470; email: SLanier@Ocalafl.org.

9.1.2. Each such Communication shall be deemed delivered:

9.1.2.1 On the date of delivery if by personal delivery;

9.1.2.2 On the date of email transmission if by email (subject to paragraph 9.1.5); and

9.1.2.3 If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

9.1.2.4 Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

9.1.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with paragraph 9.1.2.

9.1.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

9.1.5. Concerning Communications sent by email:

9.1.5.1 The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received

but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

9.1.5.2 If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

9.1.5.3 Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

9.1.5.4 The sender must print the email to establish that is was sent (though it need not do so at the time the email was sent); and

9.1.5.5 The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

9.2. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Owner, City or County in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate Party, no Party shall have the right to act as an agent for another Party and no Party shall the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.

9.3. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Any portion of the Property which may under the terms of this Agreement later may be designated for public use or purposes shall be conveyed by Owner to City or County, as applicable. Except as herein specifically provided no right, privileges or immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

9.4. Default Provisions.

9.4.1. The terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach or failure of an express condition hereunder.

9.4.2. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.

9.4.3. No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written Default Notice (with, if applicable, a copy to any other Party to this Agreement) specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.

9.4.4. In the event of a material default by Owner with respect to their obligations to City under this Agreement, and failure of Owner to cure the default within the grace period set forth above, in addition to any other remedies available to City under the terms of this Agreement, City shall be entitled to withhold issuance of additional development permits or authorizations until the default has been cured. If Owner has, prior to the occurrence of the default, conveyed some or all of the Property to unrelated third parties (such parcel or parcels then becoming a "Third Party Parcel") and the default of Owner is not with respect to, or impact Owner's obligations regarding, a Third Party Parcel, the right of City to withhold permits upon a default by Owner shall not extend to City permits pending or to be issued with respect to a successor owner of the Third Party Parcel. The Parties agree that failure of Owner to timely provide Concurrency Mitigation by conveying to City the Conveyed ROW under the provisions of this Agreement shall constitute a default with respect to, or impacting Owner's obligations regarding, a Third Party Parcel, and therefore permit City to withhold permits for such Third Party Parcel.

9.5. Estoppel Statements.

9.5.1. Each Party agrees that upon written request from time to time of any other Party it will timely issue at no charge to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an Estoppel Statement stating:

9.5.1.1 Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof.

9.5.1.2 Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).

9.5.1.3 That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.

9.5.1.4 That (if known by the requested Party, if not known by the requested Party that Party shall reply only with respect to any monies owed to it) to the best of the requested Party's knowledge there are not any monies currently owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.

9.5.1.5 That, as to the Project or as to a specific parcel therein (as applicable, based upon the request) there are no moratoriums or suspensions of the right to procure Development Orders, Building Permits, or Certificate of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

9.5.2. Such written statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the contrary of those contained in the Estoppel Certificate who has acted in reasonable reliance upon the statement; however, such statement shall in no event suggest the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.

9.6. Litigation. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.

9.7. Binding Effect. The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.

9.8. Headings. The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.

9.9. Severability. Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

9.10. Survival of Representations and Warranties. All representations and warranties contained herein are made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.

9.11. Successors and Assigns.

9.11.1. All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.

9.11.2. Upon a sale or other transfer of a Parcel or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Parcel or a portion of the Parcel.

9.12. Applicable Law. This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.

9.13. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

9.14. Amendment of Agreement. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

9.15. Effective Date.

9.15.1. This Agreement shall become effective upon the occurrence of all of the following events: (1) the now-pending City Ordinance No. _____ becoming final and non-appealable; and (2) execution of this Agreement by all Parties; (3) and the recordation of the Agreement in the Public Records of Marion County, Florida.

9.15.2. Notwithstanding the foregoing:

9.15.2.1 The parties shall be obligated to perform any obligations hereunder that are required before such Effective Date; and

9.15.2.2 In the event this Agreement is challenged, including a challenge pursuant to Section 163.3243, Florida Statutes, within thirty (30) days of the recordation of this Agreement in the Public Records of Marion County, Florida, the obligations of the parties shall be suspended hereunder.

9.16. Term. The term of this Agreement shall be for a period of thirty (30) years, commencing on the Effective Date. The duration of the Reservation of Capacity granted to Owner is governed by paragraph 5.2 of this Agreement which shall apply notwithstanding that such duration is less than the term of this Agreement.

9.17. Exhibits.

9.17.1. All exhibits attached to this Agreement shall be deemed incorporated herein by reference.

9.17.2. The following exhibits are attached to this Agreement:

9.17.2.1 **Exhibit A** - Property

9.17.2.2 **Exhibit B** - Permits/Approvals

9.17.2.3 **Exhibit C** - Equivalency Matrix.

THEREFORE, the Parties have executed this Agreement effective as of the Effective Date (notwithstanding that it may be executed or acknowledged on other dates as set forth below).

OWNER

WG One Corp., a Nevada corporation, both individually and as Trustee of the Wintergreen B.T., a business trust

By: _____
Don Carll as President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2022, by Don Carll as President of WG One Corp., a Nevada corporation, both individually and as Trustee of the Wintergreen B.T., a business trust.

_____
Notary Public, State of _____
Name: _____

Commission Number:
Commission Expires:

Notary: Check one of the following:
☐ Personally known OR ☐ Produced Identification

☐ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____
_____

Country Green, LP, a Nevada limited liability partnership

By: _____
Don Carll as General Partner

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2022, by Don Carll as General Partner of Country Green, LP, a Nevada limited liability partnership.

_____
Notary Public, State of _____
Name: _____

Commission Number:
Commission Expires:

Notary: Check one of the following:
☐ Personally known OR ☐ Produced Identification

☐ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____
_____

ATTEST:

_____
Angel B. Jacobs
City Clerk

City of Ocala, a Florida municipal corporation

_____
Ire J. Bethea, Sr.
President, Ocala City Council

Approved as to form and legality

_____
W. James Gooding III
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2022, by Ire J. Bethea, Sr., as City Council President, for the City of Ocala, a Florida municipal corporation.

_____
Notary Public, State of Florida
Name: _____

Commission Number:
Commission Expires:

Notary: Check one of the following:
☐ Personally known OR ☐ Produced Identification

☐ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____
_____

EXHIBIT A
PROPERTY

Marion County Tax Parcel ID # 23320-005-25

SEC 27 TWP 15 RGE 21
BEGIN AT THE NW COR OF SEC 27 TH N 89-39-53 E 1751.47 FT TO
THE POB TH N 89-39-53 E 300 FT TH S 00-03-49 E 2659.04 FT
TH S 89-40-54 W 300 FT TH N 00-02-20 W 2658.44 FT TO THE POB
EXCEPT ANY PORTION INCLUDED IN THE FOLLOWING DESC PROPERTY:
BEGIN AT THE NW COR OF SEC 27, TH N 89-41-40 E
1754.67 FT, TH S 00-01-23 E 1318.42 FT, TH S 90-00-00 E
295.87 FT, TH S 00-01-23 E 1328.74 FT, TH S 89-40-37 W
2051.56 FT, TH N 00-07-30 E 273.56 FT, TH N 89-52-36 W
2638.72 FT, TH N 00-02-37 W 1052.88 FT, TH S 89-49-15 E
1317.67 FT, TH S 00-03-14 W 662.14 FT, TH S 89-50-10 E
1322.35 FT, TH N 00-00-54 W 1987.29 FT TO POB

TOGETHER WITH

Marion County Tax Parcel ID # 23812-000-00

SEC 27 TWP 15 RGE 21
BEG AT NE COR OF NW 1/4 OF SEC 27 TH S 00-01-51 E 1323.03 FT TH S 90 W
595.17 FT TH N 00-01-51 W 1319.96 FT TH N 89-41-40 E 33 FT TH N 00-04-10 E
1295.08 FT TH N 89-44-08 E 397.22 FT TH S 00-07-10 W 963.45 FT TH N 89-56-26 E
165.30 FT TH S 00-00-26 E 330.78 FT TO POB.

EXHIBIT B
PERMITS/APPROVALS

	PERMITS/APPROVALS[2]	STATUS
1.	Annexation of the Property into the jurisdictional boundaries of the City	Completed
2.	Assignment of appropriate Future Land Use designation for Property	Completed
3.	Assignment of Planned Development (PD) zoning to Property	Pending[3]
4.	Approval of PD Plan for Property	Pending[4]
5.	Approval of Final Development Plan for the entire Property or portions of the Property, for PD zoning district	Pending
6.	Water Management District Environmental Resources (stormwater) Permit	TBAF[5]
7.	FDEP Permit – extension of City potable water system	TBAF
8.	City approval - extension of City sanitary sewer system	TBAF
9.	City approval – Amended Conceptual Site Development Plan (to be obtained as phases of project) if phases of project are developed (if required by City Code)	TBAF
10.	City Site Plan approval (Commercial sites requiring site plan approval under City Land Development Regulations)	TBAF
11.	City Plat approval – Plat(s) of property or portions thereof	TBAF

[2] Some of the Permits or Approvals identified above would be issued multiple times as sub-areas of the Property are developed. Nothing in this Agreement shall be deemed to obligate the Owner's compliance with terms and provisions of each such identified permit, nor to obligate the City or County to grant any of the permits, actions or approvals enumerated above.
[3] It is anticipated that this will be approved simultaneously with the approval of this Agreement.
[4] See Footnote3.
[5] "TBAF" stands for ("to be applied for").

EXHIBIT C
EQUIVALENCY MATRIX

WINTERGREEN PD TRIP EQUIVALENCY MATRIX

Land Use Trip Equivalency Matrix

A. LAND USE EQUIVALENCY RATES

CHANGE FROM \ CHANGE TO	Single-Family Housing (DU)	Multi-Family Housing (DU)	Assisted Living Facility (Beds)	General Office (1,000 SF)	Medical-Dental Office (1,000 SF)	Commercial Retail (1,000 SF)
Single-Family Housing (DU)	--	2.4096	3.7965	0.8022	0.2736	0.2223
Multi-Family Housing (DU)	0.4150	--	1.5756	0.3329	0.1135	0.0923
Assisted Living Facility (Beds)	0.2634	0.6347	--	0.2113	0.0721	0.0586
General Office (1,000 SF)	1.2466	3.0037	4.7326	--	0.3410	0.2772
Medical-Dental Office (1,000 SF)	3.6554	8.8081	13.8779	2.9324	--	0.8127
Commercial Retail (1,000 SF)	4.4977	10.8376	17.0756	3.6081	1.2304	--

B. EQUIVALENCY EXAMPLES

EXAMPLE 1: TRADE FROM COMMERCIAL RETAIL TO MULTI-FAMILY HOUSING
Trade 10.000 SF of Commercial Retail for ? DU of Multi-Family Housing
= (10 KSF) Commercial Retail x 10.8376 DU of Multi-Family Housing
= 108.376 x (DU) Multi-Family Housing
= 108 DU of Multi-Family Housing

EXAMPLE 2: TRADE FROM COMMERCIAL RETAIL TO OFFICE
Trade 30 KSF of Commercial Retail for ? (1,000) SF of Office
= (30 KSF) Commercial Retail x 3.6081 (1,000 SF) of Office
= 108.243 x (1,000) SF Office
= 108,243 SF Office

EXAMPLE 3: ADD ALF FROM COMMERCIAL RETAIL
Add 150 beds of ALF for ? Commercial Retail
= 150 Beds of ALF / 17.0756 (1,000 SF) Commercial Retail
= 8.784 x (1,000) SF Commercial Retail
= Reduce Commercial Retail by 8,784 SF

C. SOURCE INFORMATION AND DOCUMENTATION FOR EQUIVALENCY RATES

Land Use	Units	Gross Trip Rate [1]	% New Trips [2]	Trips / Unit
Single-Family Housing (ITE 210)	1 (DU)	0.990	66.00%	0.653
Multi-Family Housing (ITE 221)	1 (DU)	0.410	66.00%	0.271
Assisted Living Facility (ITE 254)	1 (Bed)	0.260	66.00%	0.172
General Office (ITE 710)	1 (1,000 SF)	1.180	69.00%	0.814
Medical-Dental Office (ITE 720)	1 (1,000 SF)	3.460	69.00%	2.387
Commercial Retail (ITE 820)	1 (1,000 SF)	5.632	52.14%	2.937

D. FOOTNOTES

[1]: Trip Rate based upon ITE *Trip Generation, Tenth Edition*, p.m. peak-hour trip generation rates as follows:

Single-Family	Obtained using the Trip Generation equation for ITE LUC 210.
Multi-Family	Obtained using the Trip Generation equation for ITE LUC 221 and the approved trip generation for the project.
Assisted Living Facility	Obtained using the Trip Generation rate for ITE LUC 254.
Office	Obtained using the Trip Generation equation for ITE LUC 710 and the approved trip generation for the project.
Medical-Dental Office	Obtained using the Trip Generation rate for ITE LUC 720.
Commercial Retail	Obtained using the Trip Generation equation for ITE LUC 820 and the approved trip generation for the project.

[2]: % New is based upon the Internal Capture and Pass-by Capture = (1 - IC%) * (1 - PB%). An internal capture of 34% was applied for residential uses, 31% for office uses, and 21% for retail uses based on the trip generation for the overall site. Pass-by was applied to the shopping center land use consistent with the trip generation approved for the proposed development program.

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Final Traffic Impact Analysis

WINTERGREEN PD

CITY OF OCALA, FL

Prepared for:

WG One Corp

Prepared by:

Kimley-Horn and Associates, Inc.

142742000
September 2018
© Kimley-Horn and Associates, Inc.
101 E Silver Springs Boulevard, Suite 400
Ocala, FL 34470
352 438 3000

Kimley»Horn

Final Traffic Impact Analysis

WINTERGREEN PD

CITY OF OCALA, FL

Prepared for:

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Prepared by:

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142742000
September 2018
© Kimley-Horn and Associates, Inc.101 E Silver Springs Boulevard, Suite 400
Ocala, FL 34470
352 438 3000

THIS IS TO CERTIFY THAT THE ENCLOSED CALCULATIONS WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION.

AMBER L. GARTNER, P.E.
Florida Registration #72294
CA# 00000696

DATE: 9/17/2018

AMBER LEE GARTNER * LICENSE No. 72294 * STATE OF FLORIDA * PROFESSIONAL ENGINEER

EXECUTIVE SUMMARY

Kimley-Horn has performed a Traffic Impact Analysis (TIA) for the Wintergreen Planned Development (PD). The PD is generally located west of SW 44th Avenue, south of SW 20th Street in southwest Ocala, Florida. The PD area is +/- 40 acres on the east side of the Ocala West PUD.

The TIA has been prepared to support the PD rezoning application and Concurrency Development Agreement (CDA). The analysis has been performed in accordance with the City of Ocala Traffic Impact Analysis guidelines and the methodology which was approved by the City of Ocala, Marion County, and Ocala/Marion County TPO.

The project's development program includes the following uses and intensities:

- Apartments – 685 dwelling units
- Office space – 50,000 square feet
- Commercial retail – 87,000 square feet

Access to the property is proposed via a right-in/right-out connection on SW 20th Street, three right-in/right-out connections on SW 44th Avenue, two full median openings on SW 44th Avenue, and an access point along the proposed SW 31st Street which will intersect SW 44th Avenue near the southeast corner of the PD.

The traffic analysis was performed considering a buildout timeframe of 20 years (2037) for the proposed development program. The operating conditions within the study area were evaluated for future background (before addition of project traffic) conditions and buildout traffic conditions. This analysis assumes that SW 44th Avenue is constructed as a four-lane roadway from SR 40 to SR 200, consistent with the approved methodology. Transportation improvements were identified within the study area to be needed under future background traffic conditions. These improvements are needed prior to the addition to project traffic, and therefore no proportionate share contribution is required by the development per Florida State Statutes. No off-site transportation improvements were identified to be needed at project buildout beyond those identified under future background traffic conditions or assumed as committed transportation improvements.

The traffic analysis and results provided herein support the transportation concurrency reservation request for the Wintergreen PD project. The owners of the Wintergreen PD and Country Green PD, located on the western boundary of the Ocala West PUD, have prepared the TIAs for both developments and will be going through the transportation concurrency reservation process concurrently. However, for the purpose of the Wintergreen PD TIA, project trips from the Country Green PD will be considered "vested" background trips. The contribution of right-of-way for the future SW 44th Avenue is intended to satisfy transportation concurrency requirements for the proposed Wintergreen PD.

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Appendix F: Synchro Output

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Appendix G: Signal Warrant Analysis Worksheets

Appendix H: Turn Lane Warrant Worksheets

Appendix I: SIDRA Output

Appendix J: CFRPM Model Outputs, SW 44th Avenue Extension

Appendix K: Post-submittal Documentation and Study Approval

INTRODUCTION

Kimley-Horn has performed a Traffic Impact Analysis (TIA) for the proposed Wintergreen Planned Development (PD). The project site is generally located west of SW 44th Avenue, south of SW 20th Street in southwest Ocala, Florida. The PD area is +/- 40 acres on the east side of the Ocala West Planned Unit Development (PUD). The site is proposed to contain commercial retail and residential uses.

The TIA identifies transportation needs within the study area under future background (before the addition of project traffic) and project buildout conditions. The TIA has been prepared to support the transportation concurrency reservation and a developer agreement for the subject property. The analysis has been performed in accordance with the City of Ocala Traffic Impact Analysis guidelines and the methodology which was approved by the City of Ocala, Marion County, and the Ocala/Marion County Transportation Planning Organization (TPO). The approved methodology is included in the **Appendix**.

The project's development program includes the following uses and intensities:

- Multifamily housing – 685 dwelling units
- Office space – 50,000 square feet
- Commercial retail – 87,000 square feet

Access to the property is proposed via a right-in/right-out connection on SW 20th Street, three right-in/right-out connections on SW 44th Avenue, two full median openings on SW 44th Avenue, and an access point along the proposed SW 31st Street which will intersect SW 44th Avenue near the southeast corner of the PD. The buildout timeframe evaluated for the project is 20 years (by end of 2037). A copy of the current PD Plan illustrating the site location and proposed project access is included in the **Appendix**.

This TIA is based on data collected by Kimley-Horn and supplemented by information obtained from City of Ocala, Marion County, and Florida Department of Transportation (FDOT) sources. The study observed the established procedures found in Institute of Transportation Engineers (ITE) sources, FDOT sources, and the *2010 Highway Capacity Manual* (HCM 2010).

PROJECT TRAFFIC

The trip generation potential of the proposed development program was calculated based upon rates and equations contained in the ITE *Trip Generation Manual,* Tenth Edition. Internal capture and pass-by calculations were prepared in accordance with the methods established in the ITE *Trip Generation Handbook, 3rd Edition*.

The ITE calculated pass-by capture was confirmed to be within 10% of the projected SW 20th Street traffic volumes. The pass-by capture calculations were approved during the methodology process. Pass-by trips have been included in the driveway volumes for evaluation of the site access locations.

Based on the development program provided, the project is anticipated to generate 6,257 net new daily trips, 409 net new AM peak hour trips, and 482 net new PM peak hour trips.

Table 1 illustrates the trip generation calculations for the site, which were approved during the methodology process.

Site Access

Access to the Wintergreen PD is proposed via a right-in/right-out connection on SW 20th Street, three right-in/right-out connections on SW 44th Avenue, two full median openings on SW 44th Avenue, and an access point along the proposed SW 31st Street which will intersect SW 44th Avenue near the southeast corner of the PD. The intersection of SW 31st Street with SW 44th Avenue is planned to have a roundabout configuration based on the latest plans from the City of Ocala. The driveway connection locations and geometry along SW 44th Avenue are being coordinated with the City's plans for the construction of SW 44th Avenue.

The access locations are illustrated on the PD in the **Appendix**. This report includes evaluation of the site access locations for turn lane needs and recommended length at project buildout.

Table 1: Trip Generation Calculations

Land Use	Intensity			Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
					Total	In	Out	Total	In	Out
Proposed Development										
Multifamily Housing (Mid-Rise)	685 DU			3,732	226	59	167	281	171	110
General Office Building	50,000 SF			542	73	63	10	59	9	50
Shopping Center	87,000 SF			5,469	195	121	74	490	235	255
	Subtotal			*9,743*	*494*	*243*	*251*	*830*	*415*	*415*
Internal Capture	Daily	AM	PM							
Residential	23%	2%	34%	877	5	1	4	95	67	28
Office	32%	11%	31%	172	8	5	3	18	7	11
Commercial	17%	5%	21%	929	9	5	4	103	34	69
Subtotal	*20%*	*5%*	*26%*	1,978	22	11	11	216	108	108
Pass-By Traffic [1]	Daily	AM	PM							
Shopping Center	34%	34%	34%	1,544	63	39	24	132	68	64
10% of Adjacent Street Traffic	10%			1,508	136	68	68	136	68	68
	Subtotal			1,508	63	39	24	132	68	64
Driveway Volumes				**7,765**	**472**	**232**	**240**	**614**	**307**	**307**
TOTAL NET NEW TRIPS				**6,257**	**409**	**193**	**216**	**482**	**239**	**243**

Note: *Trip Generation was calculated using the data from ITE's Trip Generation Manual, 10th Edition*

Multifamily Housing (Mid-Rise) [ITE LUC 221]	
Daily	T = 5.45*(X) - 1.75 (X is DU)
AM Peak Hour of Adjacent Street	Ln(T) = 0.98*Ln(X) - 0.98 (X is DU; 26% in, 74% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.96*Ln(X) - 0.63 (X is DU; 61% in, 39% out)
General Office [ITE LUC 710]	
Daily	Ln(T) = 0.97*Ln(X) + 2.50 (X is SF/1,000)
AM Peak Hour of Adjacent Street	T = 0.94*(X) + 26.49 (X is SF/1,000; 86% in, 14% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.95*Ln(X) + 0.36 (X is SF/1,000; 16% in, 84% out)
Shopping Center [ITE LUC 820]	
Daily	Ln(T) = 0.68*Ln(X) + 5.57 (X is SF/1,000)
AM Peak Hour of Adjacent Street	T = 0.50*(X) + 151.78 (X is SF/1,000; 62% in, 38% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.74*Ln(X) + 2.89 (X is SF/1,000; 48% in, 52% out)
Pass-By Trip Reduction [2]	P = 0.34*(T)

Note 1: The ITE calculated pass-by capture was limited to 10% of the projected adjacent side-street traffic volumes. Adjacent side-street traffic volumes is that projected for SW 20th Street based on existing traffic volumes from the 2016 FDOT Florida Traffic Information CD, turning movement counts, and growth rates from the approved methodology. Background growth was applied to account for future adjacent traffic volumes at buildout of the development.

Note 2: The ITE recommended pass-by capture rate for the PM peak hour was applied for the daily and AM peak hour as well.

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TRIP DISTRIBUTION, ASSIGNMENT, AND STUDY AREA

A projected traffic distribution was developed using output from the Central Florida Regional Planning Model (CFRPM) Version 6.0, which is based on the Florida Standard Urban Transportation Model Structure (FSUTMS). Hand adjustments were made to the model output based on site layout characteristics and local knowledge to establish a reasonable estimation for the project's travel patterns within the study area. The distribution was approved during the methodology review process.

Functionally classified roadway segments in the project's vicinity were reviewed to determine the project's potential traffic impact. The project impact on the surrounding roadway network has been calculated as the average PM peak hour trip assignment on that roadway segment divided by the segment's peak hour peak direction service volume. A 3% threshold was used to define the project study area. Per the City of Ocala Traffic Impact Analysis Guidelines, the study area includes all significantly impacted roadways plus one segment beyond the last segment that meets the 3% impact threshold, unless the project has a de minimis impact on the roadway segment. The service volumes for evaluated roadways were obtained utilizing functional classification and level of service information published by the TPO and FDOT.

The project significance calculations are provided within the methodology document located in the **Appendix**.

The following roadway segments are included within the study area, as approved during the methodology process:

- SW 20th Street – SW 60th Avenue to SW 27th Avenue
- SW 44th Avenue – SR 200 to SR 40

In addition to roadway segment analysis, the following intersections were evaluated for PM peak hour traffic conditions (4-6 PM), as approved during the methodology process:

- SW 20th Street & SW 44th Avenue (unsignalized)
- SW 20th Street & SW 38th Avenue
- SW 20th Street & SW 31st Avenue
- SW 20th Street & SW 27th Avenue
- SW 38th Street/40th Street & SW 44th Avenue (unsignalized)
- SW 42nd Street Road & SR 200

In addition, based on request by the review agencies during development of the methodology, the following intersections were also evaluated during the AM peak period (7AM – 9AM):

- SW 20th Street & SW 44th Avenue (unsignalized)
- SW 20th Street & SW 38th Avenue

The access locations on SW 20th Street and SW 44th Avenue were also reviewed for buildout traffic conditions. **Figure 1** illustrates the site location, trip distribution, and study area for the traffic analysis, as approved during the methodology process.

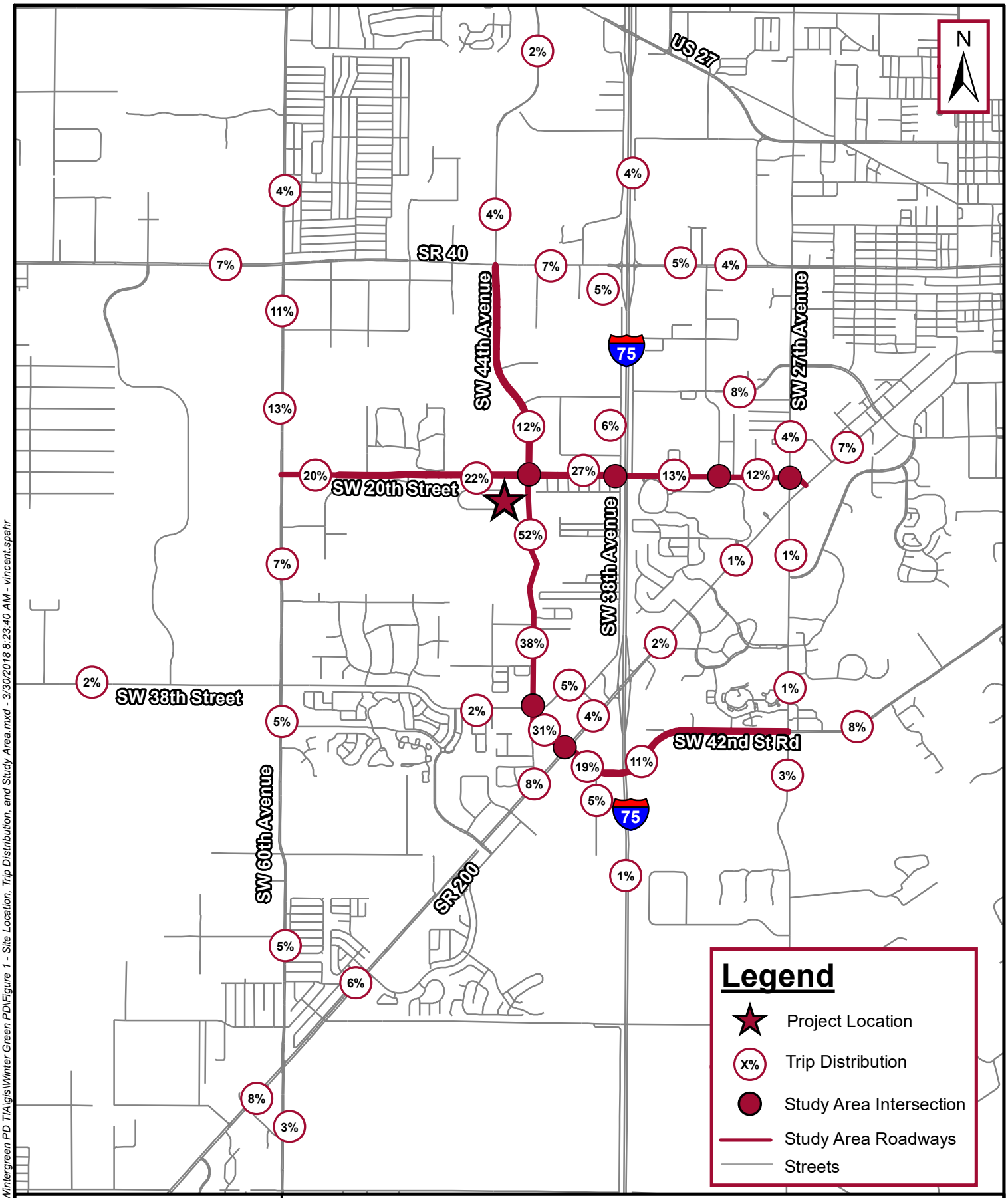


FIGURE 1: SITE LOCATION, TRIP DISTRIBUTION, AND STUDY AREA

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OCALA, FLORIDA

Project No: 142742000	Not To Scale	April 2018	Figure 1

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EXISTING CONDITIONS ANALYSIS

Data Collection

Turning movement counts were collected at the study area intersections during the AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak hours of adjacent street traffic in February 2018. The turning movement counts were used for the existing conditions analysis and as a basis for forecasting the future year turning movement volumes. The turning movement counts are provided in the **Appendix**.

The appropriate peak season factors from FDOT were utilized to adjust the observed traffic volumes to peak season. Existing peak hour factors, right turns on red, and heavy vehicles were recorded during the turning movement counts. The existing intersection lane geometries were observed in the field. Existing signal timings obtained from the City of Ocala and Marion County were utilized in the analysis.

Roadway Segment Analysis

Study roadway segments were evaluated to determine the existing PM peak hour levels of service and to provide a basis for the future conditions analysis. The maximum service volumes were obtained from the latest Marion County Roadway Segment Tables and the 2013 FDOT Quality/Level of Service Handbook.

The existing PM peak hour directional traffic volumes were calculated using the PM peak hour turning movement count (approach/departure) data collected at the study area intersections. The reported existing traffic volume is an average of the recorded approach and departure volumes, adjusted to peak season using the applicable FDOT peak season factor.

Table 2 illustrates the existing peak hour volume and level of service for roadway segments in the study area during the PM peak hour. All the study area roadway segments are shown to operate within the adopted level of service standard under existing PM peak hour traffic conditions.

Table 2: Existing Conditions PM Peak Hour Roadway Segment Analysis

Roadway		ROADWAY ATTRIBUTES [1]				Peak Hour Directional Service Capacity [2]	EXISTING PEAK SEASON PEAK HOUR TRAFFIC CONDITIONS					
							Volumes [3]		V/C Ratios		LOS [2]	
From	To	FDOT Classification	Area Type	Adopted LOS Standard	Number of Lanes		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
SW 20th St												
SW 60th Ave	SW 44th Ave	NS-SA-C1	Urban	E	4	1,800	382	629	0.21	0.35	C	C
SW 44th Ave	I-75	NS-SA-C1	Urban	E	4	1,800	471	649	0.26	0.36	C	C
I-75	SW 27th Ave	NS-SA-C1	Urban	E	2	832	643	647	0.77	0.78	C	C
SW 27th Ave	SR 200	NS-SA-C1	Urban	E	2	792	334	285	0.42	0.36	C	C
SW 44th Ave												
SR 40	SW 20th St	NS-SA-C1	Urban	E	2	792	53	182	0.07	0.23	C	C

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1. The roadway attributes were obtained from the latest Marion County and FDOT sources.
2. Roadway Service Capacities and LOS were determined using the 2013 FDOT Quality/LOS Handbook and Marion County roadway segment tables.
3. Existing peak season volumes are based on existing turning movement counts and supplemented by seasonal factors from FDOT's Florida Traffic Information 2016.

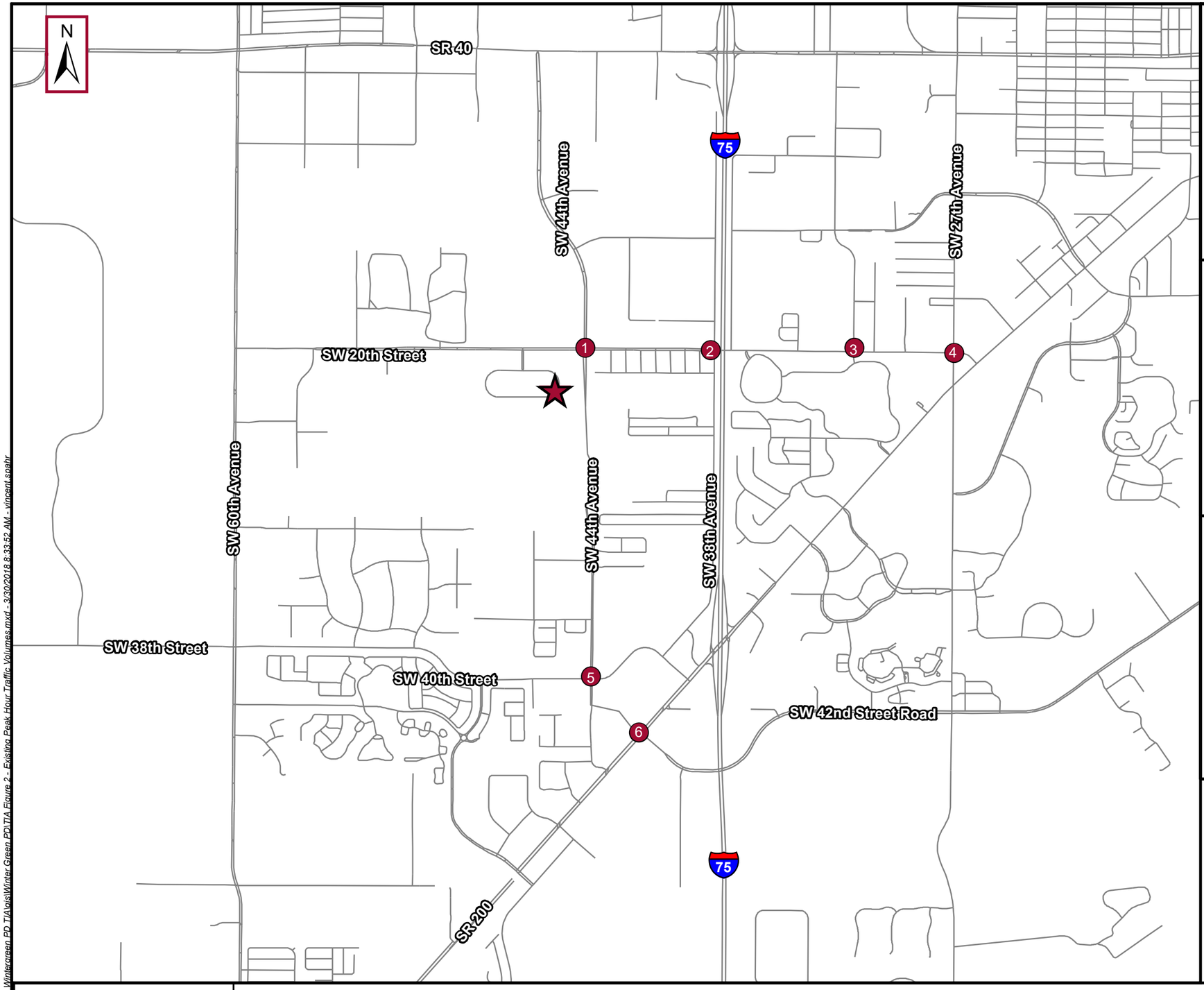
Intersection Analysis

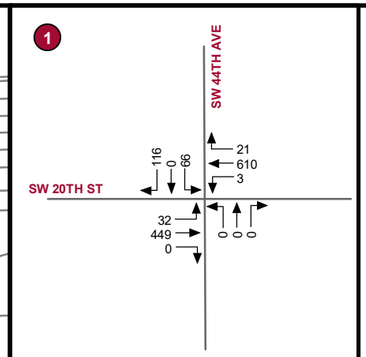
The existing intersection operating conditions were evaluated based on the data collection efforts summarized above. The operating conditions at the study intersections were analyzed using the Synchro 9 software package, which implements the procedures of the 2010 *Highway Capacity Manual* (HCM). The observed turning movement volumes were adjusted to peak season volumes for the existing conditions analysis. Existing lane geometry, peak hour factors, truck percentages, U-turn percentages, and right-turn-on-red percentages observed in the field were input into the capacity analyses. Existing turning movement volumes for the PM peak hour are depicted in **Figure 2**. Existing turning movement volumes for the AM peak hour are depicted in **Figure 3**.

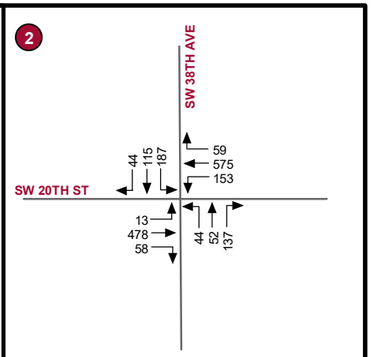
Table 3 provides a summary of the average delay and level of service during the PM peak hour under existing traffic conditions. All study area intersections operate with acceptable overall intersection level of service under existing PM peak hour conditions. However, the intersection SR 200 at SW 42nd Street Road is shown to operate with an individual traffic movement having a volume to capacity (V/C) ratio exceeding 1.0, as summarized in **Table 3**.

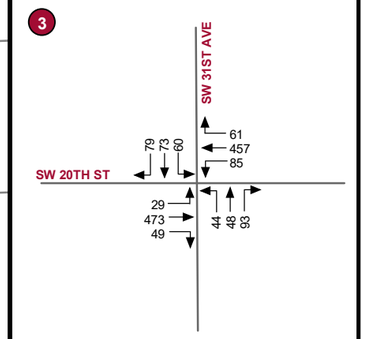
Table 4 provides a summary of the average delay and level of service during the existing AM peak hour. The two intersections evaluated during the AM peak hour are shown to operate with acceptable overall intersection LOS.

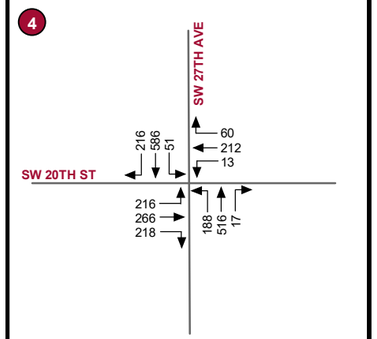
The Synchro 9 analysis output is provided in the **Appendix**.

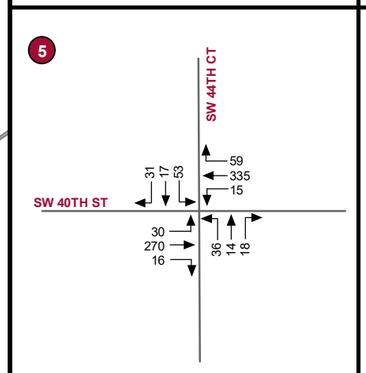


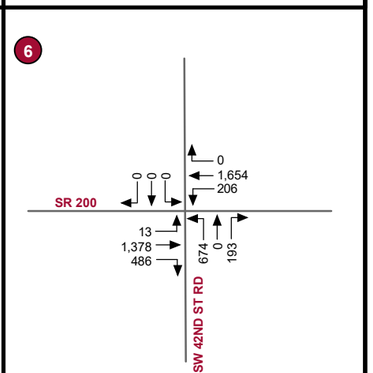












Legend

- Project Location
- Study Area Intersection
- Streets
- Existing Turning Movement Volume

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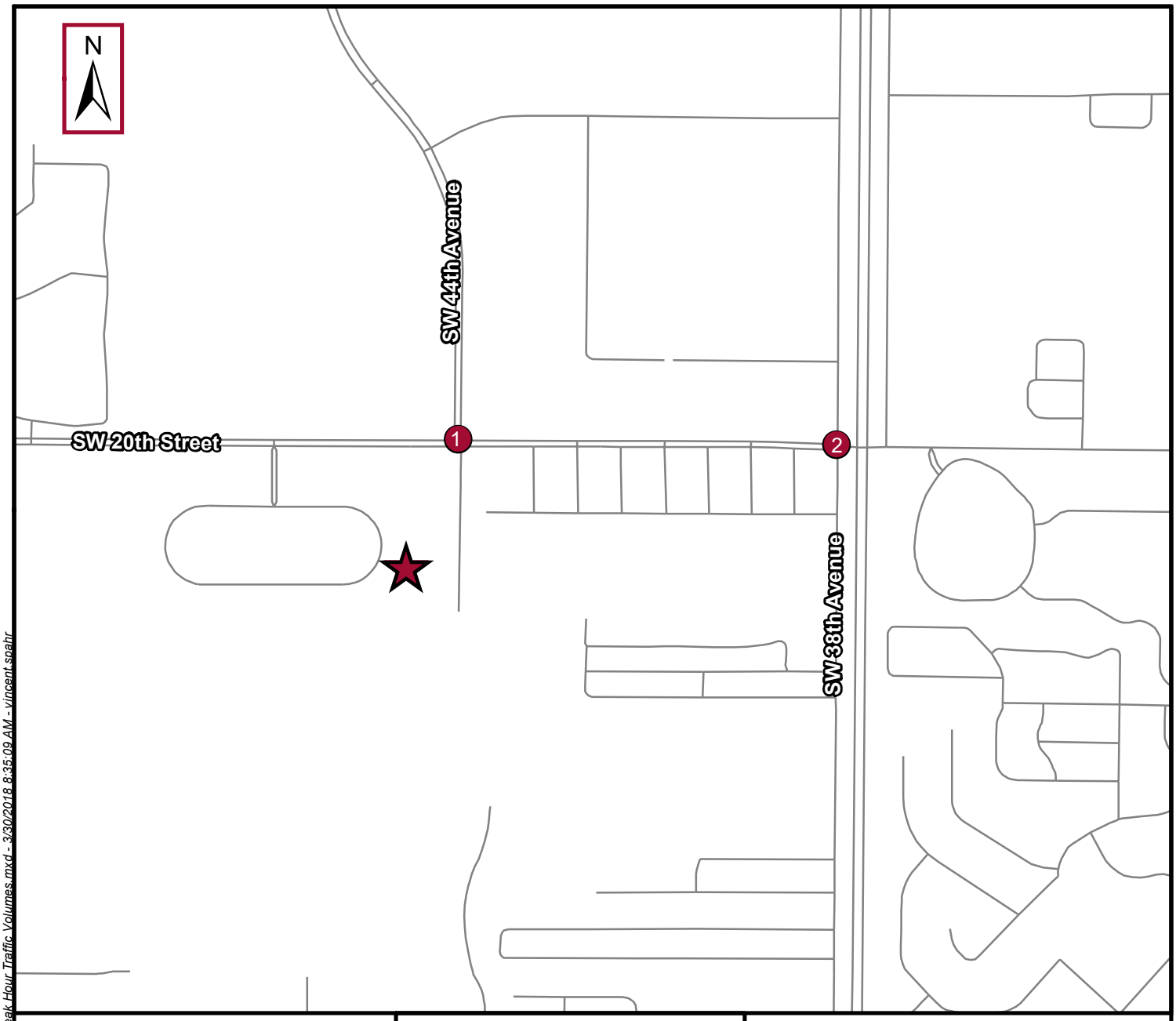
FIGURE 2: EXISTING PM PEAK HOUR TRAFFIC VOLUMES

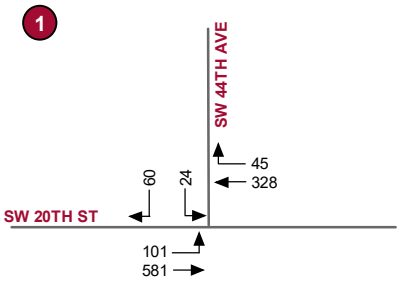
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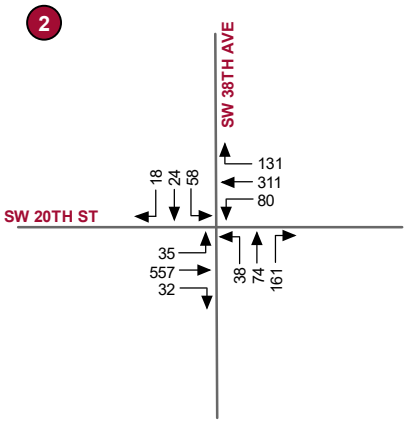
Project No: 142742000

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Legend

- Project Location
- Study Area Intersection
- Streets
- Existing Turning Movement Volume

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FIGURE 3: EXISTING AM PEAK HOUR TRAFFIC VOLUMES

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Table 3: Existing Conditions PM Peak Hour Intersection Analysis

Intersection	Existing Conditions		
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Unsignalized			
SW 20th St & SW 44th Ave (TWSC) [1]	C	17.6	0.31
SW 43rd Ct & SW 40th St (AWSC)	B	12.5	0.56
Signalized			
SW 20th St & SW 38th Ave	C	29.4	0.87
SW 20th St & SW 31st Ave/CCF	B	13.3	0.72
SW 20th St & SW 27th Ave	D	38.7	0.86
SR 200 & SW 42nd Street Rd	C	33.0	1.05

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Note:
1. Intersection LOS and delay at two-way stop-controlled intersections are reported for the stop-controlled approaches only.

Table 4: Existing Conditions AM Peak Hour Intersection Analysis

Intersection	Existing Conditions		
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Unsignalized			
SW 20th St & SW 44th Ave (TWSC) [1]	B	13.7	0.12
Signalized			
SW 20th St & SW 38th Ave	C	24.7	0.81

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Note:
1. Intersection LOS and delay at two-way stop-controlled intersections are reported for the stop-controlled approaches only.

FUTURE CONDITIONS ANALYSIS

Committed Transportation Improvements

SW 49th Avenue, from SW 42nd Street to CR 484 has been considered as a four-lane divided collector roadway for the future conditions analysis. The construction of this roadway is funded through transportation impact fees and recent sales tax referendum.

Consistent with the approved methodology, SW 44th Avenue has been assumed as a four-lane divided collector roadway from SR 40 to SR 200 for the future conditions analysis within in this TIA.

Traffic Volume Development

The future traffic volumes within the study area were calculated based on the approved methodology. Future background traffic volumes were calculated using collected peak season turning movement traffic volumes, an annual background growth rate applied over the 20-year buildout timeframe, and committed traffic volumes.

A 1.5% background annual growth rate was applied to the existing peak season volumes over the 20-year buildout timeframe. In addition, the following committed projects were included in the background traffic volume development, consistent with the approved methodology:

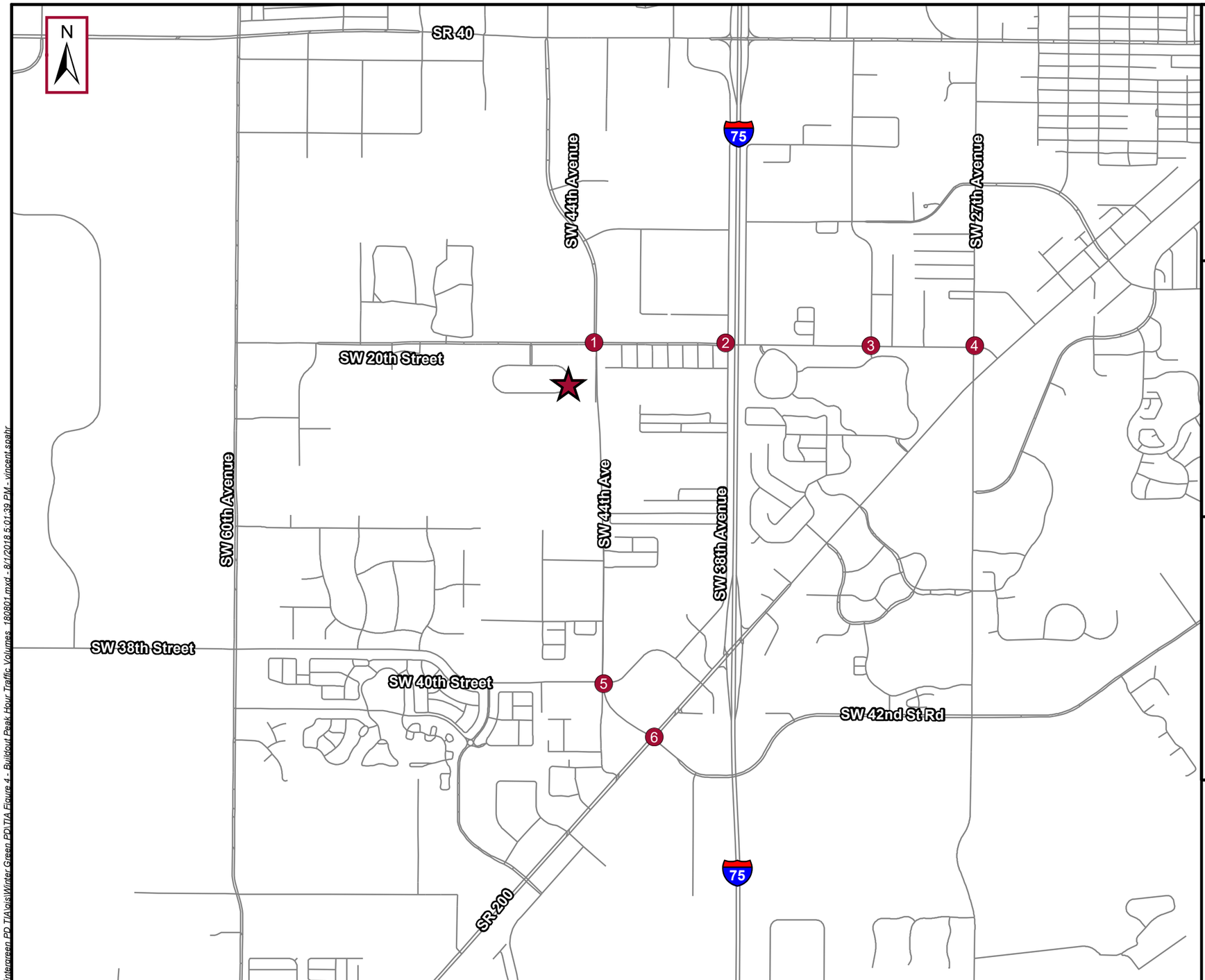
- Heathbrook remaining unbuilt
- Trinity Lane/Red Oak PUD
- Grand Oaks Town Center remaining
- Broadmoor Oaks
- Paddock Ridge East
- Paddock Ridge West
- On Top of the World
- Winding Oaks PD
- Country Green PD

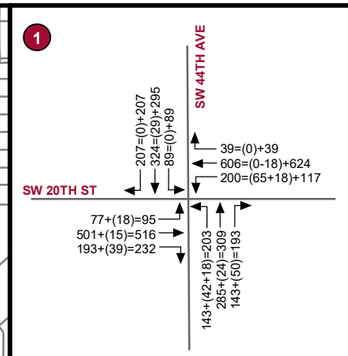
Projected traffic volumes were developed for future background traffic conditions considering the existing intersection and roadway geometry. The intersections along SW 44th Avenue will have different geometry and travel patterns with the extension and widening of SW 44th Avenue, from SR 40 to SR 200. Modeling techniques were utilized to determine the projected approach volumes at the intersections of SW 44th Avenue with SW 20th Street, SW 38th Street, and SR 200 under future (background) traffic conditions. The future background traffic volumes developed without the SW 44th Avenue extension were adjusted based on the projected re-distribution of traffic volumes within the surrounding transportation network due to the addition of the new SW 44th Avenue. The projected re-distribution of traffic was determined from a 2040 CFRPM model run with and without the proposed SW 44th Avenue. The individual turn percentages were developed to balance projected approach and departure volumes at each leg of the intersection. The future background traffic volumes consider ambient background growth of existing traffic volumes, traffic anticipated from vested development, and traffic re-distribution from the construction of SW 44th Avenue.

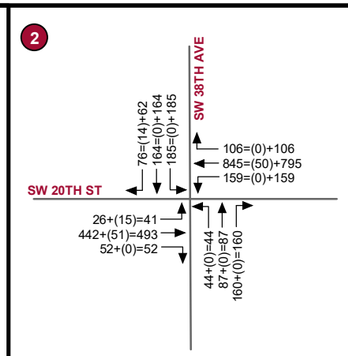
The total buildout traffic volumes were calculated as the sum of the background traffic volumes and project traffic. For the roadway segment analyses, the PM peak hour project traffic volumes were calculated as an average across the segment length.

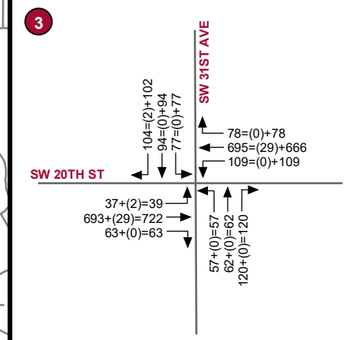
Two intersections were evaluated for AM peak hour traffic conditions. The same project trip distribution utilized for the PM analysis was utilized for the AM analysis.

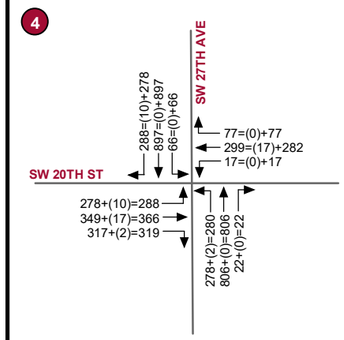
Worksheets detailing the future conditions intersection volume development and CFRPM model output are contained in the **Appendix**. The buildout total traffic volumes during the weekday PM peak hour are illustrated in **Figure 2**. The buildout total traffic volumes during the weekday AM peak hour are illustrated in **Figure 3**. The future background traffic volume represented in these figures are those projected after considering redistribution of traffic from the construction of SW 44th Avenue.

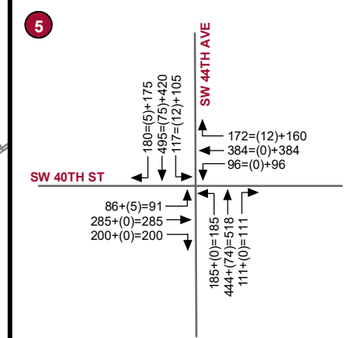


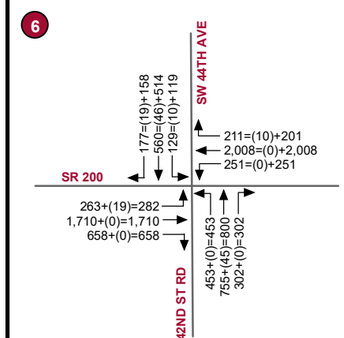












Legend

- Project Location
- Study Area Intersection
- Streets
- 2037 Projected Background + (Project+Pass-by) = Buildout Total Traffic

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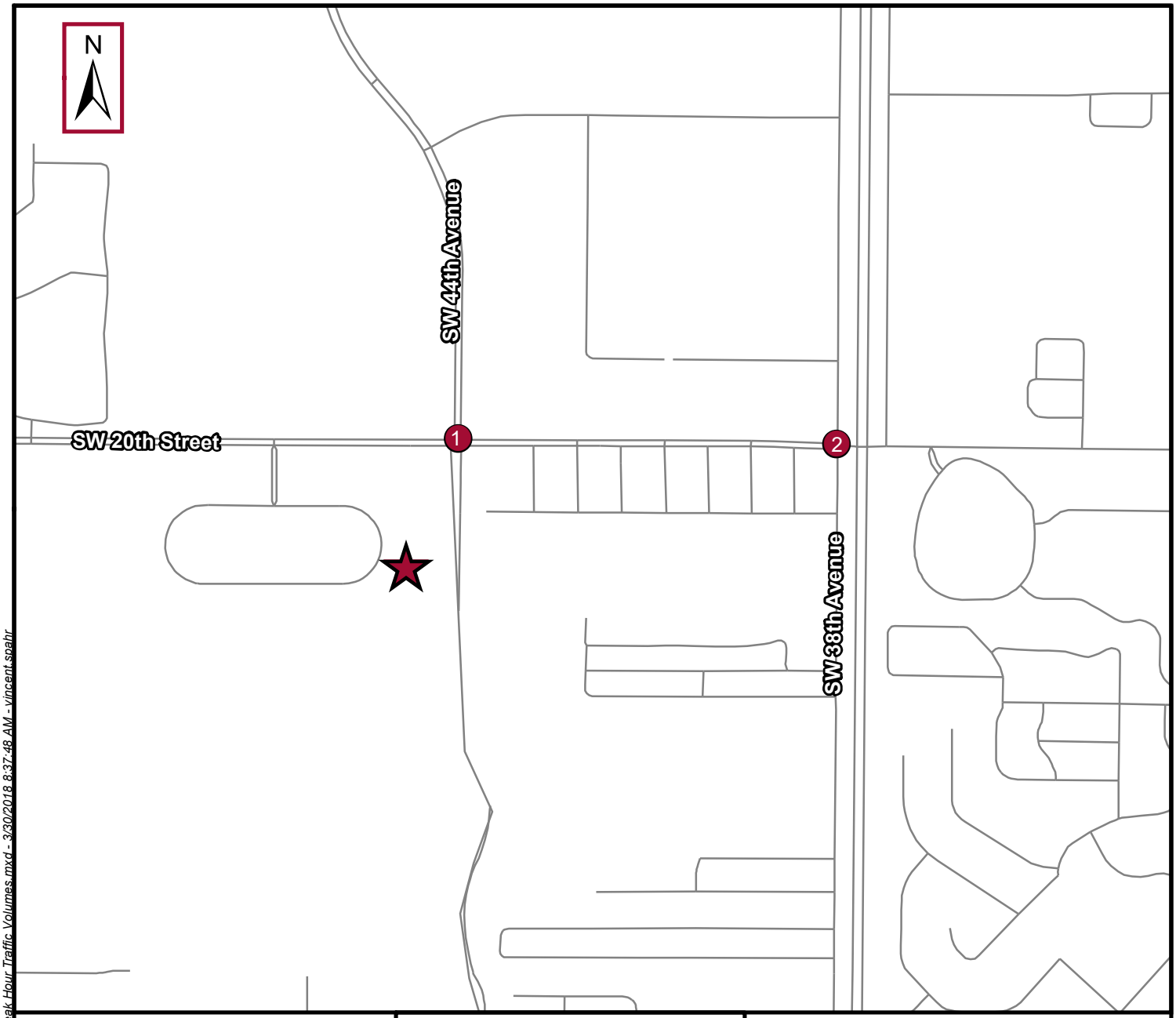
FIGURE 4: BUILDOUT (2037) PM PEAK HOUR TRAFFIC VOLUMES

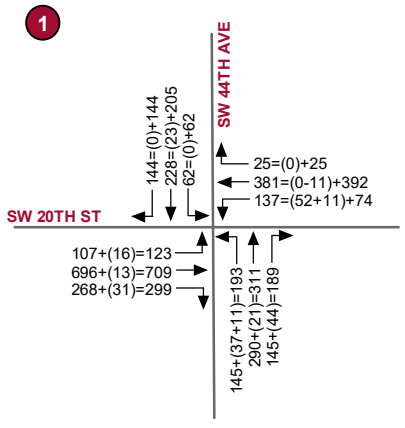
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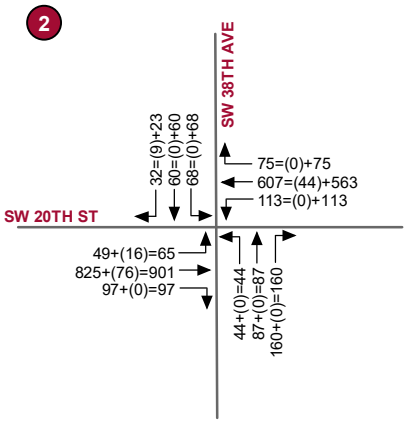
Project No: 142742000

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Legend

- Project Location
- Study Area Intersection
- Streets
- 2037 Projected Background + (Project + Pass-by) = Buildout Total Traffic

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FIGURE 5: BUILDOUT (2037) AM PEAK HOUR TRAFFIC VOLUMES

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Future Background Roadway Segment Analysis

The roadway segments within the study area were evaluated for level of service under future background conditions (before the addition of project traffic) during the PM peak hour. The change in travel patterns due to the SW 44th Avenue extension was taken into account in determining the future background roadway volumes, as detailed in the previous section. The approach and departure volumes at the study area intersections were utilized to determine the average traffic volume along the segment length under future background traffic conditions.

The service volumes for roadways within the study area were obtained utilizing functional classification and level of service information published by the Ocala/Marion County TPO and FDOT, consistent with the approved methodology. The segments of SW 44th Street from SR 40 to SR 200 were assumed to have a four-lane divided geometry.

The segment of SW 20th Street from I-75 to SW 27th Avenue is shown to exceed the generalized service volume under future background (non-project) traffic conditions during the PM peak hour, as shown in **Table 5**. A more detailed Synchro arterial analysis of the segment indicates that SW 20th Street would operate at LOS D in the eastbound direction and LOS B in the westbound direction under future background traffic conditions. In addition, the future background conditions analysis identified the need for improvements at the intersection of SW 20th Street at SW 38th Avenue, which will improve level of service in the westbound direction.

All other roadway segments within the study area are shown to operate within the generalized service volume with 2037 background (non-project) traffic volumes. The future background conditions roadway segment analyses are detailed in **Table 5**. The Synchro Arterial analysis for SW 20th Street from I-75 to SW 27th Avenue is included in the **Appendix**.

Table 5: Future Background Conditions PM Peak Hour Roadway Segment Analysis

Roadway		Adopted LOS Standard	Peak Hour Directional Service Capacity [1]	Existing PM Peak Hour Traffic Conditions		Future (2037) Background Traffic Conditions					
				Volumes [2]		Future Non-Project Traffic Volumes [3]		V/C Ratios		LOS [1]	
From	To			NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
SW 20th St											
SW 60th Ave	SW 44th Ave	E	1,800	382	629	880	1,046	0.34	0.54	C	C
SW 44th Ave	I-75	E	1,800	471	649	698	917	0.42	0.58	C	C
I-75	SW 27th Ave	E	832	643	647	904	957	1.15	1.17	F (D) [4]	F (B) [4]
SW 27th Ave	SR 200	E	792	334	285	456	399	0.57	0.50	C	C
SW 44th Ave											
SR 40	SW 20th St	E	1,800	53	182	417	591	0.23	0.33	C	C
SW 20th St	SR 200	E	1,800	--	--	637	673	0.35	0.37	C	C

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1. Roadway Service Capacities and LOS were determined using the 2013 FDOT Quality/LOS Handbook and Marion County roadway segment tables.
2. Existing peak season volumes are based on existing turning movement counts and supplemented by seasonal factors from FDOT's Florida Traffic Information 2016.
3. Future non-project traffic volumes are calculated based on the approach and departure volumes of study area intersection located within the subject roadway segment. The background traffic volumes include ambient background growth of existing traffic volumes, traffic from vested developments, and re-distribution of traffic from the SW 44th Avenue extension.
4. SW 20th Street from I-75 to SW 27th Avenue is anticipated to exceed the generalized service volume under future background conditions. A detailed Synchro Arterial analysis shows LOS D in the eastbound direction and LOS B in the westbound direction for the segment.

Future Buildout Roadway Segment Analysis

The roadway segments within the study area were evaluated for level of service under future buildout traffic conditions during the PM peak hour. The service volumes utilized for the analysis are the same as those utilized for the future background conditions analysis.

The segment of SW 20th Street from I-75 to SW 27th Avenue is shown to exceed the generalized service capacity under future buildout traffic conditions during the PM peak hour, as shown in **Table 6**. The segment is also shown to exceed the generalized service volume with future background traffic volumes (prior to addition of project traffic). A more detailed Synchro arterial analysis of the segment indicated that SW 20th Street would operate at LOS D in the eastbound direction and LOS C in the westbound direction under future buildout traffic conditions. In addition, the future background conditions analysis identified the need for improvements at the intersection of SW 20th Street at SW 38th Avenue, which will improve level of service in the westbound direction.

All other roadway segments within the study area are shown to operate with acceptable level of service with 2037 buildout traffic volumes. The project does not have a significant and adverse impact on any of the roadway segments within the study area.

The buildout roadway segment analyses are detailed in **Table 6.** The Synchro Arterial analysis of SW 20th Street from I-75 to SW 27th Avenue is included in the **Appendix**.

Table 6: Buildout Conditions PM Peak Hour Roadway Segment Analysis

Roadway		Adopted LOS Standard	Peak Hour Directional Service Capacity [1]	Future Non-Project Traffic Volumes [2]		PM Peak Hour Project Traffic			Future Buildout PM Peak Hour Traffic Conditions					
									Volumes [4]		V/C Ratios		LOS [1]	
From	To			NB/EB	SB/WB	% Assign [3]	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
SW 20th St														
SW 60th Ave	SW 44th Ave	E	1,800	880	1,046	21.0%	50	51	930	1,097	0.52	0.61	C	C
SW 44th Ave	I-75	E	1,800	698	917	24.0%	58	57	756	974	0.42	0.54	C	C
I-75	SW 27th Ave	E	832	904	957	14.2%	35	34	939	991	1.13	1.19	F (D) [5]	F (C) [5]
SW 27th Ave	SR 200	E	792	456	399	6.0%	15	14	471	413	0.59	0.52	C	C
SW 44th Ave														
SR 40	SW 20th St	E	1,800	417	591	12.0%	29	29	446	620	0.25	0.34	C	C
SW 20th St	SR 200	E	1,800	637	673	40.0%	96	97	733	770	0.41	0.43	C	C

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1. Roadway Service Capacities and LOS were determined using the 2013 FDOT Quality/LOS Handbook and Marion County roadway segment tables.
2. Future non-project traffic volumes are calculated based on the approach and departure volumes of study area intersection located within the subject roadway segment. The background traffic volumes include ambient background growth of existing traffic volumes, traffic from vested developments, and re-distribution of traffic from the SW 44th Avenue extension.
3. The percent project traffic is averaged across the roadway segment.
4. Future Buildout traffic volumes are the summation of future non-project traffic and project traffic.
5. SW 20th Street from I-75 to SW 27th Avenue is anticipated to exceed the generalized service capacity at project buildout. A detailed Synchro Arterial analysis shows LOS D in the eastbound direction and LOS C in the westbound direction. This segment also exceeds generalized service capacity under future background (before the addition of project traffic) conditions.

Future Background Conditions Intersections Analysis

The intersections within the study area were evaluated to determine improvement needs to provide an acceptable level of service and operations with future background traffic conditions prior to the addition of project traffic. The future background traffic volumes included existing peak season traffic, background traffic growth, and committed project traffic. Future background traffic volumes at the study intersections were adjusted to account for the change in travel patterns with the construction of the SW 44th Avenue extension.

Existing intersection geometry, signal timings (as obtained from the City of Ocala and Marion County), and peak hour factor and percent heavy vehicles (as obtained from the traffic counts) were input into Synchro 9 for the analysis. For intersections along SW 44th Avenue, the future geometry needed to accommodate the projected 2037 background traffic volumes is reflected in the future background conditions with improvement analysis. The required geometry is assumed to be constructed with the SW 44th Avenue extension and in place as a committed improvement.

Table 7 summarizes the resultant intersection LOS for the future background conditions with existing intersection geometry and signal timings during the PM peak hour. The identified intersection improvements that are shown to be needed under future background traffic conditions to provide acceptable intersection operations and level of service are summarized in **Table 7**. The intersection improvements along SW 44th Avenue are assumed to be constructed with the roadway widening and extension.

Signal warrant analyses were performed for the intersections of SW 44th Avenue with SW 20th Street and SW 38th Street. The future traffic volumes at the intersections will warrant signalization with the construction of SW 44th Avenue. The signal warrant analysis is detailed in a following section of this report.

One intersection improvement was identified to be needed outside of SW 44th Avenue. The analysis showed a need for an additional westbound through lane on SW 20th Street at SW 38th Avenue to provide for acceptable level of service and delay with 2037 future background traffic volumes.

Two intersections were also evaluated for the weekday AM peak hour. The AM peak hour analysis does not result in any additional intersection improvement needs over those identified for the PM peak hour analysis. The improvements identified during the PM peak hour analysis were applied for the AM peak hour analysis and the resulting LOS, delay, and V/C ratios are reported in **Table 8**.

The Synchro 9 output reports are provided in the **Appendix**.

Table 7: Future Background Conditions PM Peak Hour Intersection Analysis

Intersection	Future (2037) Background Conditions			Future (2037) Background Conditions with Improvements			
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C	Identified Improvements	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Unsignalized							
SW 20th St & SW 44th Ave (TWSC) [1]	F	--/--	5.13	Signalize when warranted [2]	C	28.9	0.75
SW 43rd Ct & SW 40th St (AWSC)	F	219.9	2.23	Signalize when warranted [2]	D	40.0	0.90
Signalized							
SW 20th St & SW 38th Ave	F	96.3	1.29	Additional WB through lane	C	31.5	0.84
SW 20th St & SW 31st Ave/College of Central Florida	C	27.9	0.99	--	C	27.9	0.99
SW 20th St & SW 27th Ave	E	63.2	1.01	Signal timing adjusments	E	59.1	0.97
SR 200 & SW 42nd St Rd	F	96.1	1.75	Second EBL turn lane, second WBL turn lane, exclusive WBR turn lane, exclusive SBR turn lane	E	60.8	0.98

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Note:

1. Intersection LOS and delay at two-way stop-controlled intersections are reported for the stop-controlled approaches only.

2. Future (2037) background traffic volumes meet peak hour signal warrant requirements from the Manual on Uniform Traffic Control Devices (MUTCD). Signal warrant spreadsheets are included in the **Appendix**.

Table 8: Future Background Conditions AM Peak Hour Intersection Analysis

Intersection	Future (2037) Background Conditions			Future (2037) Background Conditions with Improvements			
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C	Identified Improvements [2]	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Unsignalized							
SW 20th St & SW 44th Ave (TWSC) [1]	F	--/--	2.87	Signalize when warranted [3]	C	27.7	0.77
Signalized							
SW 20th St & SW 38th Ave	D	40.7	0.97	Additional WB through lane	C	32.8	0.90

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Note:

1. Intersection LOS and delay at two-way stop-controlled intersections are reported for the stop-controlled approaches only.
2. Improvements are consistent with those identified to be needed for PM Peak Hour traffic conditions.
3. Future (2037) background traffic volumes meet peak hour signal warrant requirements from the Manual on Uniform Traffic Control Devices (MUTCD). Signal warrant spreadsheets are included in the **Appendix**.

Future Buildout Conditions Intersection Analysis

The intersection operating conditions were evaluated under buildout traffic conditions for year 2037. The future buildout conditions analysis included future background non-project traffic and project traffic. The intersection geometry identified to be needed under future background traffic conditions was utilized in the buildout conditions analysis to identify any additional transportation improvements that are necessary to provide acceptable level of service and intersection operations due to the addition of project traffic.

Table 9 details the resultant intersection LOS and delay for PM peak hour future buildout traffic conditions with background improved geometry. The intersection capacity analysis indicates that no additional improvements are needed at the study intersections that were not already identified for the future background (non-project) traffic conditions.

Two intersections were also evaluated for the weekday AM peak hour per the approved methodology. The AM peak hour analysis does not result in any additional intersection improvement needs over those identified for the PM peak hour analysis. A summary of the buildout conditions intersection analysis during the AM peak hour is provided in **Table 10**.

The Synchro 9 output reports are provided in the **Appendix**.

Figure 4 illustrates the intersection geometry identified to be needed to provide acceptable traffic operations under future background traffic conditions and buildout traffic conditions.

Table 9: Buildout Conditions PM Peak Hour Intersection Analysis

Intersection	Future (2037) Buildout Conditions with Background Improvements [1]		
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Signalized			
SW 20th St & SW 44th Ave	D	36.3	0.84
SW 20th St & SW 38th Ave	C	33.9	0.85
SW 20th St & SW 31st Ave/College of Central Florida	C	28.6	0.99
SW 20th St & SW 27th Ave	E	64.7	0.97
SW 43rd Ct & SW 40th St	D	43.4	0.94
SR 200 & SW 42nd St Rd	E	64.1	0.98

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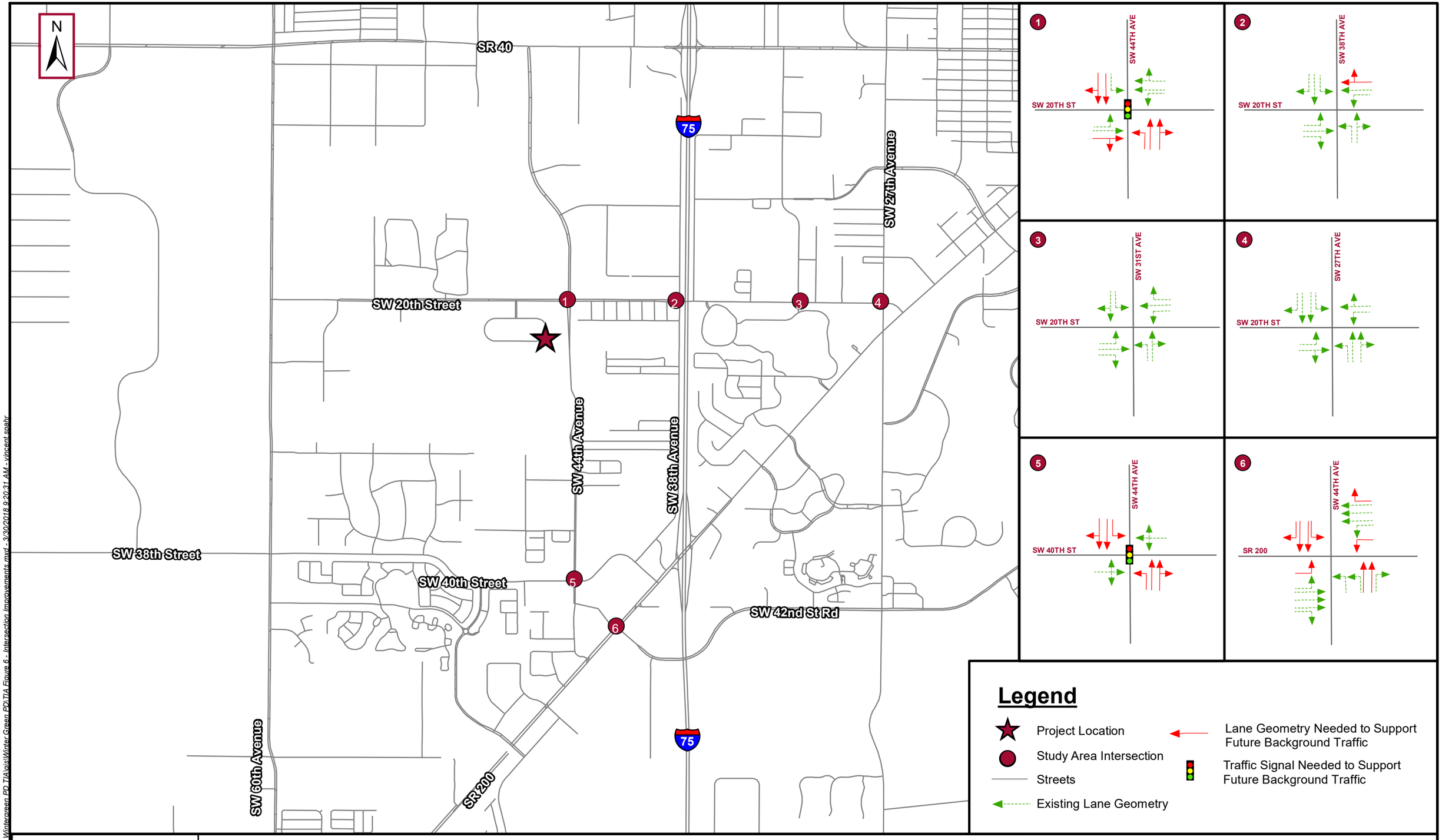
Note:
1. Analysis assumed improvement identified to be needed under the future background traffic conditions are in place for the buildout conditions analysis.

Table 10: Buildout Conditions AM Peak Hour Intersection Analysis

Intersection	Future (2037) Buildout Conditions with Background Improvements [1]		
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Signalized			
SW 20th St & SW 44th Ave	C	33.9	0.81
SW 20th St & SW 38th Ave	D	37.6	0.95

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Note:
1. Analysis assumed improvement identified to be needed under the future background traffic conditions are in place for the buildout conditions analysis.



K:\OCA_Civil\142742000 - Winteregreen PD_TIA\vis\Winter.Green.PD.TIA.Figure 6 - Intersection Improvements.mxd - 3/30/2018 9:20:31 AM - vincent.spahr

Kimley»Horn

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101 E Silver Springs Blvd, Suite 400, Ocala FL 34470
Phone: 352 438 3000
www.kimley-horn.com CA 00000696

FIGURE 6: INTERSECTION IMPROVEMENT DETAILS

WINTERGREEN PD
OCALA, FLORIDA

Project No: 142742000

Not To Scale | April 2018

PRELIMINARY SIGNAL WARRANT ANALYSIS

A PM peak hour signal warrant analysis was conducted considering projected future background traffic volumes at the following intersections:

- SW 20th Street and SW 44th Avenue
- SW 44th Avenue and SW 40th Street

Guidelines established in the *Manual on Uniform Traffic Control Devices* (MUTCD) 2009 Edition for peak hour volume Warrant 3 were used for the analysis.

SW 20th Street & SW 44th Avenue

The major street (SW 20th Street) was evaluated as a two-or-more lane approach with a speed limit over 40 mph (meaning that the 70% columns were utilized). The minor street (SW 44th Avenue) was evaluated as a two-lane approach considering the northbound approach volumes. The northbound approach volume was calculated as the sum of the left-turn volume, through volume, and 50 percent of the northbound right-turn volume (reduction based on Pagones Theorem, see **Appendix**). The projected PM peak hour traffic volumes in the background (2037) conditions meet peak hour signal warrant criteria.

With the extension of SW 44th Avenue, it is anticipated that this intersection would be signalized to accommodate the projected traffic volumes through the intersection. It is recommended that the northbound and southbound approaches feature an exclusive left-turn lane, a through lane, and a shared through/right-turn lane. The intersection is shown to operate with acceptable level of service and delay considering signalized intersection control with PM (and AM) peak hour future background and buildout traffic conditions.

SW 43rd Court/SW 44th Avenue & SW 40th Street

The major street (SW 44th Avenue) was evaluated as a two-lane approach with a speed limit under 40 mph (meaning that the 100% columns were utilized). The minor street (SW 40th Street) was analyzed as a single-lane approach considering the westbound approach volume. The westbound approach volume was calculated as the sum of the left-turn volume, the through volume, and 80 percent of the right-turn volume (Pagones Theorem calls for reducing the right-turn volume by 20 percent when right-turns are less than or equal to 35 percent of the approach volume on a shared left/through/right approach). The projected PM peak hour traffic volumes in the background (2037) conditions meet peak hour signal warrant criteria.

Considering unsignalized operation, the intersection is shown to exhibit LOS F, with V/C ratios of several movements exceeding 1.0 under background traffic conditions. The intersection is shown to operate with acceptable level of service and delay considering signalized intersection control with PM peak hour future background and buildout traffic conditions.

The preliminary signal warrant worksheets are provided in the **Appendix**. A summary table of the Pagones Theorem reductions is also included in the **Appendix**.

SITE ACCESS ANALYSIS

The following access connections are proposed to serve the development:

- Right-in/right-out access connection on SW 20th Street
- Three right-in/right-out access connections on SW 44th Avenue
- Two full median openings on SW 44th Avenue
- A full access connection to the proposed SW 31st Street which is shown on the PD plan to have roundabout intersection control

The proposed site access locations were evaluated for required turn lane needs to accommodate the traffic at project buildout. Additionally, per City of Ocala's request on the approved methodology, the turn lanes on SW 20th Street at SW 44th Avenue were evaluated to identify any improvement needs to accommodate buildout traffic volumes.

Right-in/Right-out Driveway on SW 20th Street

The proposed right-in/right-out access connection on SW 20th Street is proposed approximately 120 feet west of the intersection with SW 44th Avenue. Based on the anticipated driveway assignment on the project site, the PM peak hour volumes would be approximately 21 trips in and 48 trips out at the driveway.

Based on the National Cooperative of Highway Research Programs (NCHRP) Report 457, the projected right-turn ingress volume at the right-in/right-out access on SW 20th Street does not warrant an exclusive right-turn lane.

Right-in/Right-out Driveways along SW 44th Avenue

As depicted on the Conceptual Site Plan (see **Appendix**), three right-in/right-out driveways are proposed to provide access along SW 44th Avenue to the Wintergreen PD. Given that the majority of the commercial development is planned toward the northern portion of the project site, the driveway expected to experience the highest ingress and egress volumes is the one nearest the intersection of SW 44th Avenue and SW 20th Street. The projected PM peak hour volumes at this driveway are approximately 35 trips in and 31 trips out at project buildout.

Based on the NCHRP Report 457, the projected right-turn volume into the development at the highest-volume right-in/right-out access on SW 44th Avenue does not warrant an exclusive right-turn lane.

Full-Access Connections along SW 44th Avenue

As depicted on the Conceptual Site Plan (see **Appendix**), two full-access driveways are proposed to provide access along SW 44th Avenue to the Wintergreen PD. Given that the majority of the commercial development is planned toward the northern portion of the project site, the more northern full-access driveway is expected to experience the highest ingress and egress volumes during the PM peak hour. The projected PM peak hour volumes at this driveway are approximately 107 trips in (36 southbound right, 71 northbound left) and 93 trips out (73 left, 20 right).

Based on the NCHRP Report 457, the projected right-turn volume into the development at the highest-volume full-access driveway on SW 44th Avenue does not warrant an exclusive right-turn lane. The projected traffic volumes meet NCHRP criteria for an exclusive northbound left-turn lane

According to 2017 FDOT Design Standards, using a design speed of 45 mph, the required deceleration length for the northbound left-turn lane is 185 feet. The anticipated 95th-percentile queue for the northbound left-turn movement is one vehicle length. The recommended length of the northbound left-turn lane is 235 feet to allow for the required deceleration length and recommended minimum queue length of two vehicles per the FDOT Greenbook.

Roundabout at SW 31st Street and SW 44th Avenue

As a part of the SW 44th Avenue extension, the City of Ocala has discussed implementing roundabout traffic control at the intersection of SW 44th Avenue and SW 31st Street at the southern limit of the Wintergreen PD.

It is projected approximately 69 project trips in (40 southbound right, 29 northbound left) and 60 project trips out (37 left, 23 out) would utilize the western leg of the intersection to access the site. The SIDRA software was used to evaluate the operating conditions of the proposed roundabout under future buildout traffic conditions. The analysis indicated that the roundabout would perform at LOS A under future (2037) buildout conditions with a V/C ratio of 0.34, including project trips. The SIDRA output is included in the **Appendix**.

Turn Lanes on SW 20th Street at SW 44th Avenue

Per City comment on the approved methodology, the turn lanes on SW 20th Street at the intersection with SW 44th Avenue evaluated to determine if exclusive turn lanes are warranted and if the existing turn lane lengths are sufficient. The Synchro analysis shows acceptable traffic operations and volume-to-capacity ratios without an exclusive eastbound right-turn lane. Therefore, an exclusive right-turn lane is not recommended. The intersection is shown to operate at an acceptable LOS without an eastbound right-turn lane.

The intersection has an existing westbound left-turn lane approximately 250 feet in length. Under the future (2037) buildout scenario, the westbound left-turn 50th-percentile queue is projected to be approximately 105 feet. To accommodate 185 feet for deceleration (2017 FDOT Design Standards for 45-mph design speed) and 105 feet of queue storage, the westbound left-turn lane should be lengthened to a minimum of 390 feet.

CRASH DATA SUMMARY

Five years of historic crash data (2013 – 2017) was obtained from the Signal Four Analytics program for SW 20th Street from ¼ mile west of SW 44th Avenue to ¼ mile east of SW 44th Avenue.

There were nineteen crashes reported along this segment of SW 20th Street between the years of 2013 and 2017; one of the seven crashes resulted in a fatality, nine resulted in one or more injuries, and nine resulted in property damage only. The most common crash type was angle crashes (six crashes), followed by rear-end crashes (three), sideswipe crashes (three), and left-turn crashes (three). Five of the seven crashes occurred under dark conditions, two occurred with wet surface conditions, and none involved alcohol. A summary of the crash type by year is provided in **Table 11**.

Table 11: Crash Summary, 2013 – 2017

	2013	2014	2015	2016	2017	5-Year Total
Crash Severity						
Fatal	1					**1**
Injury	2	2	2	3		**9**
Property Damage Only		3	2	2	2	**9**
Crash Type						
Angle	2		1	3		**6**
Rear-End		1		2		**3**
Sideswipe		1	2			**3**
Left-Turn		2			1	**3**
Other	1	1	1		1	**4**
Lighting Conditions						
Daylight	3	3	2	4	2	**14**
Dark		2	2	1		**5**
Surface Conditions						
Dry	2	4	4	5	2	**17**
Wet	1	1				**2**
TOTALS	**3**	**5**	**4**	**5**	**2**	**19**

CONCLUSION

This TIA has been performed to support the PD rezoning and traffic capacity reservation for the Wintergreen PD. The traffic analysis provided is consistent with the approved methodology document.

The traffic analysis was performed considering a buildout timeframe of 20 years (2037) for the proposed development program. The operating conditions within the study area were evaluated for future background conditions (before addition of project traffic) and buildout traffic conditions. Transportation improvements were identified within the study area to be needed under future background traffic conditions. SW 44th Avenue, from SR 40 to SR 200, was assumed to be a four-lane divided roadway along with appropriate geometry at major intersections, for the future conditions analysis.

No additional geometric improvements were identified to be needed at project buildout beyond those identified under future background traffic conditions. Therefore, no transportation proportionate share is required in conjunction with the Wintergreen PD.

The developer intends to satisfy transportation concurrency requirements for the Wintergreen PD by entering into an agreement with the City of Ocala to dedicate right-of-way along SW 44th Avenue fronting the Wintergreen PD. The proposed SW 44th Avenue from SW 20th Street to SR 200 will provide additional transportation capacity for this area of the City of Ocala and Marion County.

A site access analysis was performed for the proposed driveways along SW 44th Avenue. Exclusive southbound right-turn lanes are not warranted based on the projected ingress traffic volumes. Exclusive northbound left-turn lanes are warranted at the full median opening locations and should be a minimum of 235 feet long to accommodate the required deceleration length and anticipated queues. Additionally, the westbound left-turn lane at the intersection of SW 20th Street and SW 44th Avenue is recommended to be lengthened to 390 feet to accommodate future buildout traffic volumes.

The traffic analysis and results provided herein support the transportation concurrency reservation request for the Wintergreen PD project.

APPENDICES

Appendix A: Conceptual Site Development Plan

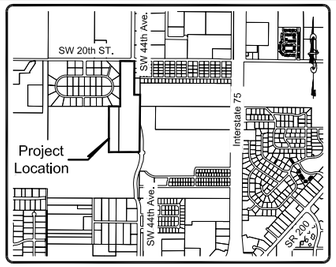
WINTERGREEN
PD PLAN
OCALA, FLORIDA

PARCELS 23812-000-00
23320-005-25

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

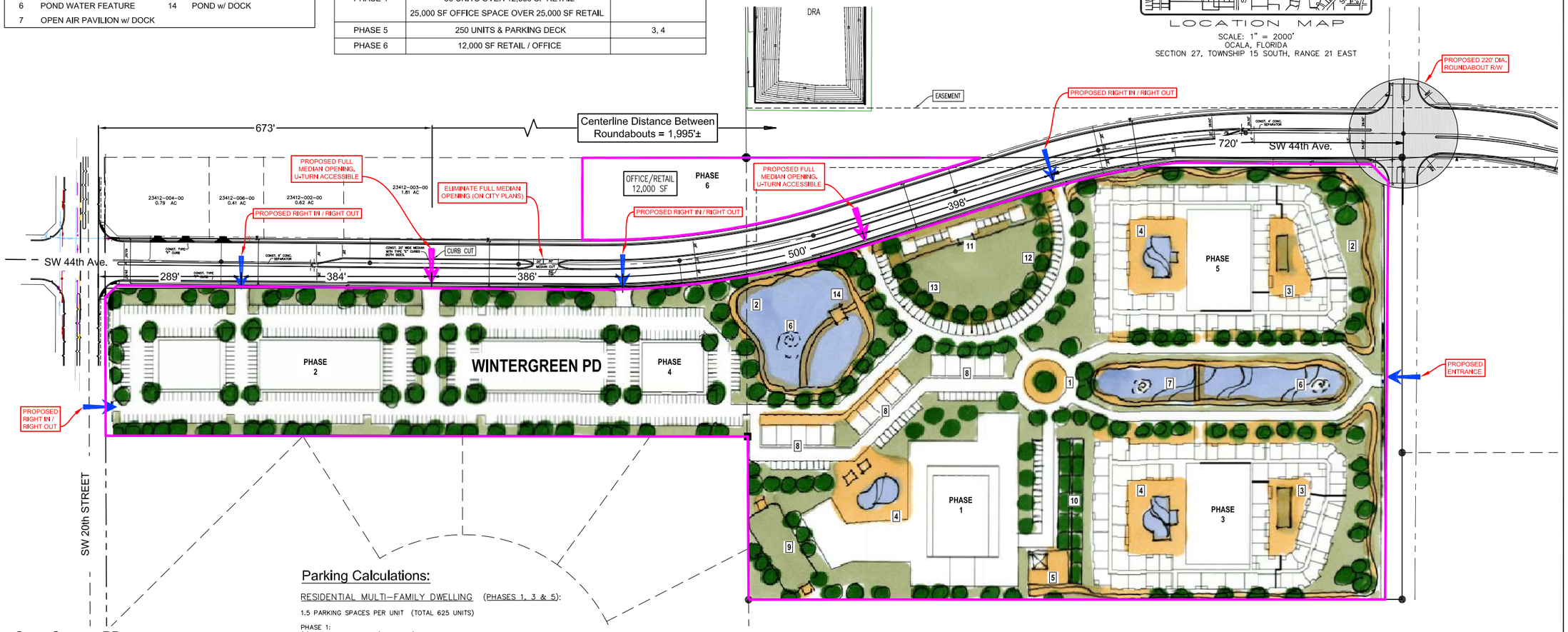
AMENITIES LEGEND			
1	ROUNDABOUT w/ TREE	8	RESIDENTIAL TOWNHOUSES
2	PEDESTRIAN / BIKE TRAILS	9	CHIPPING / PUTTING GREEN
3	COURTYARD	10	LEASABLE GARDEN SPACE
4	POOL w/ DECK	11	OPEN AIR PAVILION
5	GRILLING AREA	12	LEASABLE AMPHITHEATER
6	POND WATER FEATURE	13	LEASABLE EVENT LAWN
7	OPEN AIR PAVILION w/ DOCK	14	POND w/ DOCK

PHASING	DEVELOPMENT	AMENITIES
PHASE 1	110 UNITS, PARKING DECK & AMENITIES 15 RESIDENTIAL TOWNHOUSES & PARKING	1, 2, 4, 5, 6, 8, 9, 14
PHASE 2	30 UNITS OVER 12,500 SF RETAIL 25,000 SF OFFICE SPACE OVER 25,000 SF RETAIL	
PHASE 3	250 UNITS & PARKING DECK	3, 4, 6, 10, 11, 12, 13
PHASE 4	30 UNITS OVER 12,500 SF RETAIL 25,000 SF OFFICE SPACE OVER 25,000 SF RETAIL	
PHASE 5	250 UNITS & PARKING DECK	3, 4
PHASE 6	12,000 SF RETAIL / OFFICE	



LOCATION MAP
SCALE: 1" = 2000'
OCALA, FLORIDA
SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST

CITY OF OCALA PROJECT
PERMIT # PUD17-0003



Open Space - PD:

122-942 (a)(4) OPEN SPACE. OPEN SPACE REQUIREMENTS FOR A PD ARE AS FOLLOWS:

a. OPEN SPACE SHALL INCLUDE ACTIVE AND PASSIVE RECREATION AREAS SUCH AS COURTYARDS, STREETSCAPES/SIDEWALKS, PLAYGROUNDS, GOLF COURSES, WATERWAYS, LANDSCAPED YARDS AND PATIOS, LAGOONS, FLOODPLAINS, NATURE TRAILS, ROOF AREAS, AND OTHER SIMILAR OPEN SPACES. WATER RETENTION AREAS THAT ARE DESIGNED AS AESTHETIC LAKES OR PONDS FOR PASSIVE OR ACTIVE RECREATIONAL USE MAY ALSO BE COUNTED AS OPEN SPACE, AS LONG AS THESE AREAS ARE DESIGNED TO RETAIN A MINIMUM OF THREE FEET OF WATER AT ALL TIMES.

b. FENCED WATER RETENTION AREAS, OPEN WATER AREAS BEYOND THE PERIMETER OF THE SITE, PAVED PORTIONS OF STREET RIGHT-OF-WAY, DRIVEWAYS, OFF-STREET PARKING AREAS AND OFF-STREET LOADING AREAS SHALL NOT BE COUNTED IN DETERMINING OPEN SPACE. SIDE YARDS LESS THAN SIX FEET WIDE SHALL NOT BE COUNTED AS OPEN SPACE.

c. OPEN SPACE SHALL BE CLUSTERED INTO LARGER TRACTS/AREAS. BUILDINGS AND STRUCTURES SHOULD BE CLUSTERED SO THAT THE OPEN SPACE IS USABLE TO THE OCCUPANTS/RESIDENTS RATHER THAN MERELY PROVIDING MINIMAL SETBACKS OR SPACING BETWEEN BUILDINGS OR STRUCTURES. ZERO LOT LINE AND CLUSTERED DESIGN IS ENCOURAGED. FRONT, SIDE AND REAR YARDS IN SINGLE-FAMILY RESIDENTIAL AREAS SHALL NOT BE COUNTED AS AGGREGATE OPEN SPACE.

d. THERE SHALL BE A MINIMUM OPEN SPACE REQUIREMENT OF 25 PERCENT OF THE TOTAL GROSS ACREAGE FOR ALL DEVELOPMENT IN ANY PD PROJECT. AT LEAST TEN PERCENT OF THE TOTAL REQUIRED OPEN SPACE SHALL BE IN USABLE AGGREGATE FORM. AGGREGATE OPEN SPACE IS DEFINED AS COMMON OPEN SPACE AREAS THAT IS DESIGNED AND INTENDED FOR USE BY THE OCCUPANTS/RESIDENTS OF A PD.

e. TREES SHOWN AS CONCEPTUAL ONLY. FINAL LANDSCAPE PLAN WILL DETERMINE ACTUAL TREE LOCATIONS.

Parking Calculations:

RESIDENTIAL MULTI-FAMILY DWELLING (PHASES 1, 3 & 5):

1.5 PARKING SPACES PER UNIT (TOTAL 625 UNITS)

PHASE 1:
(1) 4 STORY BUILDING (110 UNITS) = 110 UNITS = 1.5 X 110 = 165 SPACES
15 RESIDENTIAL TOWNHOUSES = 15 UNITS = 1.5 X 15 = 23 SPACES

PHASE 3:
(1) 4 STORY BUILDINGS (250 UNITS EA.) = 250 UNITS = 1.5 X 250 = 375 SPACES

PHASE 5:
(1) 4 STORY BUILDINGS (250 UNITS EA.) = 250 UNITS = 1.5 X 250 = 375 SPACES

SPACES REQUIRED: 938

SPACES PROVIDED: (2) 4 STORY PARKING DECKS @ 400 SPACES EA. = 800 SPACES
(1) 4 STORY PARKING DECK @ 200 SPACES EA. = 200 SPACES

TOTAL SPACES PROVIDED = 1,000

1,000/625 = 1.6 SPACES PER UNIT

REQUIRED HANDICAPPED PARKING - 2% OF TOTAL - .02 X 1,000 = 20

RESIDENTIAL / OFFICE OVER RETAIL (PHASE 2 & 4 ONLY):

RETAIL: 1 PARKING SPACE FOR EVERY 300 SQUARE FEET OF FLOOR AREA

RETAIL: 75,000 SF 75,000/300 = 250 SPACES
RETAIL PARKING PROVIDED - 250 SPACES
OFFICE PARKING PROVIDED = 50,000/300 = 167 SPACES

RESIDENTIAL OVER RETAIL - (2) 4 STORY BLDGS @ 30 UNITS PER BLDG. = 60 UNITS

RESIDENTIAL PARKING REQUIRED/PROVIDED 60 UNITS X 1.5 = 90 SPACES

TOTAL PARKING REQUIRED = 250 + 167 + 90 = 507

REQUIRED HANDICAPPED PARKING - 1 SPACE FOR EVERY 25 SPACES = 507/25 = 21 SPACES

NOTE: RESIDENTIAL OVER RETAIL MAY REQUIRE DECK PARKING TO MEET PARKING REQUIREMENTS.

Traffic Impact Statement:

TRAFFIC GENERATION RATES ARE BASED ON THE ITE TRIP GENERATION, 7th EDITION.

RESIDENTIAL:

ITE LAND USE CODE = 223, MID-RISE RESIDENTIAL CONDOMINIUM/TOWNHOUSE.

DWELLING UNITS = 685

A.M. PEAK HOUR OF GENERATOR
TRIP GENERATION A.M. = 0.30 (AVERAGE RATE) X 685 = 205.5 TRIPS
TRIP DISTRIBUTION = 31% ENTERING = 205.5 X 0.31 = 63.71 TRIPS
69% EXITING = 205.5 X 0.69 = 141.8 TRIPS

P.M. PEAK HOUR OF GENERATOR
TRIP GENERATION P.M. = 0.39 (AVERAGE RATE) X 685 = 267 TRIPS
TRIP DISTRIBUTION = 58% ENTERING = 267 X 0.58 = 155 TRIPS
42% EXITING = 267 X 0.42 = 112 TRIPS

COMMERCIAL:
PEAK HOUR CALCULATION (WEEKDAY PM PEAK):

SPECIALTY RETAIL (826): 2.71 PER 1,000 SF 2.71 X 75 = 203

TRIP DISTRIBUTION = 44% ENTERING = 0.44 X 203 = 89 TRIPS
56% EXITING = 0.56 X 203 = 114 TRIPS

OFFICE (710): 1.49 PER 1,000 SF 1.49 X 50 = 75

TRIP DISTRIBUTION = 50% ENTERING = 0.50 X 75 = 37.5 TRIPS
50% EXITING = 0.50 X 75 = 37.5 TRIPS

Notes:

1. LAND USE DESIGNATION = MEDIUM INTENSITY/SPECIAL DISTRICT
ALLOWABLE DENSITY = 30 UNITS/ACRE
PROPOSED DENSITY;
PHASES 1,3 & 5 = 625 UNITS/23.9 AC = 26.15 UNITS PER ACRE
PHASES 2 & 4 RES. = 60/8.9 AC = 6.7 UNITS PER ACRE
OFFICE = 50,000SF/8.9 = 5,618 SF/ACRE
COMM. = 75,000SF/8.9 = 8,427 SF/ACRE
PHASE 6 COMM. = 12,000/1.98 = 6,061 SF/ACRE

2. TOTAL SITE AREA = 40.07 ACRES
R/W (SW 44th AVE.) AREA = 4.63 ACRES
R/W (FUTURE ROAD) AREA = 0.66 ACRES
RETAIL/OFFICE = 1.98 ACRES
RESIDENTIAL / OFFICE / RETAIL = 8.94 ACRES
RESIDENTIAL = 23.86 ACRES

(2) - 4 STORY BUILDINGS @ 250 UNITS PER BLDG. = 500 UNITS
(1) - 4 STORY BUILDING @ 110 UNITS PER BLDG. = 110 UNITS
15 RESIDENTIAL TOWNHOUSES 15 UNITS
60 RESIDENTIAL UNITS OVER RETAIL 60 UNITS
685 UNITS

3. A PD DEVELOPER'S AGREEMENT PURSUANT TO SECTION 122.944(d) SHALL BE PROVIDED AT FINAL PLAN SUBMITTAL.

4. A TITLE OPINION SHALL BE REQUIRED BY THE TIME THE FINAL DEVELOPMENT PLAN AND THE FINAL DEVELOPER'S AGREEMENT ARE SUBMITTED.

5. LOADING AREAS AND DUMPSTER PADS TO BE SCREENED PER CITY CODE.

6. ALL UTILITIES SHALL BE UNDERGROUND (122-942).

7. ACCESS SHALL BE PROVIDED TO ALL USERS (122-942).

8. IF SEPARATE TRACTS ARE SOLD, TRACTS MUST MEET PLATTING REQUIREMENTS OF CHAPTER 114 (122-942).

9. A UNIFIED SIGNAGE PLAN MUST BE ADDRESSED WITH SUBMITTAL OF THE FIRST FINAL PD PLAN.

10. AN ARBORIST OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL EVALUATE THE TREES ONSITE, PROVIDE NECESSARY TREE PRESERVATION REQUIREMENTS TO BE PROVIDED AND IS INVOLVED IN THE SITE CLEARING PROCESS TO ASSURE THE HEALTHY SURVIVAL OF ALL TREES SHOWN ON THE SITE TO BE SAVED.

11. A LANDSCAPE ARCHITECT OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL DESIGN THE LANDSCAPE PLAN AND MANAGE THE ONSITE TREE PLANTING.

12. A LEGALLY CONSTITUTED MAINTENANCE AGREEMENT SHALL BE PROVIDED AT FINAL PLAN PURSUANT TO 122-944(C).

13. PROJECT SHALL BE UNDER UNIFIED CONTROL OF COUNTRY GREEN, LLP.

14. SEE LEGEND FOR AMENITIES.

Revisions	By	Date:
ADDED SOUTH ROUNDABOUT	JWS	11-17-17
REVISED MEDIAN NOTES	JWS	11-30-17
REVISED PHASING CHART	JWS	1-11-18

Designed: MWR
Drawn: JWS
Checked: MWR
Scale: 1" = 100'
Project: 2017-30
Date: 07-07-17
File: WG Concept w-Roundabout.dwg

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Project Name: Wintergreen PD - Conceptual
Sheet Name: Conceptual Plan

Revisions to Plan Set
THIS DATE INDICATES THE LATEST DATE AT WHICH ANY PART OF THIS PLAN SET WAS REVISED.
Date: 1-11-18

Sheet No.
1 of 1

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Appendix B: Approved Traffic Analysis Methodology Correspondence

METHODOLOGY ACCEPTANCE

Project: Wintergreen PD

Project #: TIA18-0002

Applicant: Kimley-Horn and Associates Inc 438-3000
E-Mail: Amber.Gartner@kimley-horn.com

Meeting date:

Approved:

City Planning	x	County Traffic	
TPO	x	County Planning	x
City Traffic	x		
Other			

On February 9, 2018, the methodology for assessing the impact of subject project was approved by City staff subject to the following conditions:

1. Multimodal connectivity is encouraged.
2. Please coordinate with the Ocala/Marion TPO on transit concerns and consider providing sufficient area in the project for a bus stop and shelter.
3. Trip generation statement on PD Plan sheet 1 of 1 needs to be updated to match traffic study.
4. Perform left and right turn lane analyses on SW 20th Street at SW 44th Avenue.
5. Include Background Traffic volumes in the existing conditions inventory
6. If at any time development occurs prior to the development of SW 44th Avenue the traffic study will need to be updated to reflect the impacts on the surrounding roadways.

Approved: _____

Noel Cooper, PE, Transportation Engineer
City Engineer's Office Department

Kimley»Horn

January 16, 2018

Ms. Karen Cupp
Development Coordinator
City of Ocala Growth Management
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471

RE: ***Traffic Study Methodology for Wintergreen PD;***
Kimley-Horn Project No. 142742000

Dear Ms. Cupp:

This methodology document has been prepared for the forthcoming traffic study associated with the proposed Wintergreen Planned Development (PD). The project parcel is generally located west of SW 44th Avenue, south of SW 20th Street in southwest Ocala, Florida. This parcel subject is connected to a right-of-way settlement agreement between the property owner and the City of Ocala. The proposed property will likely be developed concurrently with the construction of SW 44th Avenue. The traffic study is being prepared to support the PD rezoning application and Concurrency Development Agreement (CDA) with the City of Ocala and to determine if the right-of-way dedication for SW 44th Avenue satisfies transportation concurrency requirements for the proposed development program. Tables and figures are attached which detail the project's trip generation potential, trip distribution, and proposed study area. Following is a discussion related to the preliminary analyses and proposed methodology for the traffic study. This revised methodology document is based on comments previously received from the City of Ocala, Marion County, and the Ocala/Marion County TPO.

Project Background

The project site is adjacent to the Ocala West Planned Unit Development (PUD) in Ocala, Florida. The Wintergreen PD (parcels 23320-005-25 and 23812-000-00) is generally located on the east side of the Ocala West PUD and is ±40.07 acres, of which 4.63 are designated for SW 44th Avenue right-of-way and 0.66 acres are designated for a future road on the southern edge of the PD. The proposed Wintergreen PD will encompass 685 multifamily housing dwelling units (apartments), 50,000 square feet of general office space, and 87,000 square feet of shopping center land use. A copy of the conceptual site development plan is provided as an attachment.

The owner of the Wintergreen PD also owns the Country Green PD, which is located on the western boundary of the Ocala West PUD. Both projects will be going through the traffic study and concurrency reservation process concurrently. However, for the purpose of the traffic impact studies, Country Green will be considered as "vested" for the Wintergreen PD analysis.

Analysis Years / Phasing

The traffic analysis will identify transportation impacts and improvement needs that will be required within the timeframe expected for project buildout. A 20-year buildout timeframe for the proposed Wintergreen PD will be utilized for the traffic study (year 2037).

Project Trip Generation

The Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 10th Edition* will be used to calculate trip generation potential for the proposed land uses within the project for the daily, AM peak hour, and PM peak hour conditions. Land use codes (LUCs) 221 (Multifamily Housing (Mid-Rise)), 710 (General Office), and 820 (Shopping Center) will be utilized. Internal capture and pass-by calculations will be calculated in accordance with the methods and rates established in the ITE *Trip Generation Handbook, 3rd Edition*. Pass-by trips will be included in the driveway volumes for evaluation of the site access locations.

Based on the development program provided, the project is anticipated to generate 6,257 net new daily trips, 409 net new AM peak hour trips, and 482 net new PM peak hour trips. Trip generation calculations are provided in the attached **Table 1**. The internal capture worksheets are also attached.

Project Trip Distribution

The project trip distribution will be developed based on Version 6.0 of the Central Florida Regional Planning Model (CFRPM), which is based on the Florida Standard Urban Transportation Model Structure (FSUTMS). The model output will be further refined based on engineering judgement and knowledge of local travel patterns and land uses. For the purpose of this study, it is assumed that SW 44th Avenue is constructed between SW 20th Street and SR 200 as a four-lane facility. This was discussed with and approved by City of Ocala Growth Management Staff. Due to the direct access of the development to SW 44th Avenue, it is expected that a majority of the development traffic will utilize this roadway to access the external transportation network. The distribution shown in the model output on SW 60th Avenue was reduced to reflect that some traffic traveling to and from SR 200 south of the site will utilize SW 44th Avenue. The distribution along SW 44th Avenue was increased accordingly. Adjustments were made to reflect local traffic assignment to the adjacent roadway network, as depicted in the attached CFRPM model plot with hand adjustments.

Study Area

Functionally classified roadway segments in the project's vicinity were reviewed to determine the project's potential traffic impact. The project impact on the surrounding roadway network has been calculated as the average PM peak hour trip assignment on that roadway segment divided by the segment's peak hour peak direction service volume. A 3% threshold was used to define a preliminary study area. Per the City of Ocala Traffic Impact Analysis Guidelines, the study area includes all significantly impacted roadways plus one segment beyond the last segment that meets the 3% impact threshold, unless the project has a de minimis impact on the roadway segment. **Table 2** details the project significant impact calculations and proposed study roadway segments.

The traffic study is proposed to include PM peak hour (4-6 PM) intersection level of service analyses at the following intersections of functionally classified roadways located within the project study area.

- SW 20th Street & SW 44th Avenue
- SW 20th Street & SW 38th Avenue
- SW 20th Street & SW 31st Avenue
- SW 20th Street & SW 27th Avenue
- SW 38th Street & SW 44th Avenue

- SW 42nd Street Road & SR 200

An AM peak hour (7AM-9AM) intersection level of service analysis will also be performed at the following intersections, based on input from City of Ocala Transportation staff:

- SW 20th Street & SW 44th Avenue
- SW 20th Street & SW 38th Avenue

Figure 1 illustrates the site location, trip distribution, and study area segments and intersections proposed to be included in the analysis.

Site Access

Access to the Wintergreen PD is proposed via a right-in/right-out connection to SW 20th Street on the north side of the parcel as well as three full median openings and two right-in/right-out connections to SW 44th Avenue. An additional access point is proposed on the south side of the parcel along the proposed SW 31st Street which will intersect SW 44th Avenue at the southeast corner of the PD.

The described access points are preliminary and may be refined during the PD review process. The access locations are illustrated on the attached conceptual site development plan. The traffic analysis will include evaluation of the site access locations for the appropriate control and geometry needed at project buildout.

Committed Transportation Improvements

SW 49th Avenue, from SW 42nd Street to CR 484 has been considered as a four-lane divided collector roadway for the project impact calculations. The construction of this roadway is funded through transportation impact fees and recent sales tax referendum.

The extension of SW 44th Avenue from SW 20th Street to SR 200 as a four-lane divided collector roadway will be included in the future conditions analysis. SW 44th Avenue from SR 40 to SW 20th Street will be assumed as a four-lane divided collector roadway in the future conditions analysis. This was discussed with and approved by City of Ocala Growth Management Staff.

Crash Data Review

Historic crash data as provided by Marion County will be reviewed and summarized for roadway segments that have direct driveway access.

Future Volume Development

Turning movement counts will be collected at the study area intersections during the PM peak period (4PM-6PM) and AM peak period (7AM-9AM), as specified previously. The observed turning movement volumes will be adjusted to peak season using peak season adjustment factors published by FDOT for the existing conditions analysis. Approach and departure volumes recorded at the intersections will be utilized to determine existing PM peak hour peak season traffic volumes on the study area roadway segments.

Future background traffic volumes will be calculated using existing peak season traffic volumes, an annual background growth rate applied over the 20-year buildout timeframe, and committed traffic volumes from the following developments:

- Heathbrook remaining unbuilt
- Trinity Lane/Red Oak PUD
- Grand Oaks Town Center remaining
- Broadmoor Oaks
- Paddock Ridge East
- Paddock Ridge West
- On Top of the World
- Winding Oaks PD
- Country Green PD

The number of vested trips and existing built percentages for each vested development are to be provided by the City of Ocala.

Historic AADT data and CFRPM model data within the study area were utilized to determine an appropriate areawide growth rate to utilize for the analysis. Within the next ten years, traffic growth within the study area will be primarily due to development within the committed projects listed above. Based on input from City of Ocala and Marion County Transportation staff, a historical growth rate of 1.50 percent will be used for the 20-year analysis project timeframe in addition to the committed traffic.

For the new planned section of SW 44th Avenue and respective intersections, future traffic will be projected using modeling techniques as outlined in the FDOT Project Traffic Forecasting Handbook. Projected AADT volumes from modeling procedures will be input to a turns balancing worksheet along with other traffic data such as turning movement percentages, K factors, and D factors to determine the future non-project turning movement volumes at intersections along SW 44th Avenue that do not currently exist as they will in the future once the SW 44th Avenue extension is complete from SW 20th Street to SR 200.

Future Conditions Analysis

The traffic analysis will identify transportation impacts and improvement needs for roadways and intersections within the study area upon project buildout, within a 20-year timeframe (2037).

The Synchro 9 software package will be utilized to evaluate the intersection operations during the AM peak hour and PM peak hour under existing, future background (non-project traffic), and buildout traffic conditions. PM peak hour roadway segment volumes under existing, future background, and buildout traffic conditions will be compared to the adopted and/or committed service volume.

The traffic study will provide a summary of the analysis results and necessary improvements to achieve an acceptable level of service within the study area. The traffic study will identify proportionate share calculations to mitigate transportation improvements shown to be needed due to the addition of project traffic. It is intended that right-of-way dedication along SW 44th Avenue will be utilized to offset transportation mitigation for the development, if any is identified.

Please feel free to contact me with any questions you may have during your review of the attached materials. We look forward to completing this project.

Sincerely,
KIMLEY-HORN



Amber L. Gartner, PE

Attachments: Wintergreen PD Conceptual Site Development Plan
Table 1 – Trip Generation
Internal Capture Worksheets
Figure 1 – Site Location, Trip Distribution, and Study Area
Table 2 – Project Significance Calculations
FSUTMS Select Zone Plot (hand adjusted)

Cc: Don Carll
Mike Radcliffe

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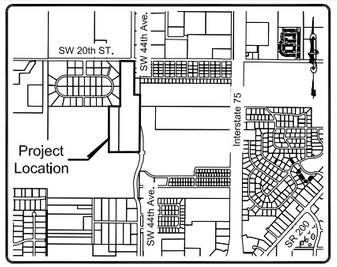
WINTERGREEN
PD PLAN
OCALA, FLORIDA

PARCELS 23812-000-00
23320-005-25

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

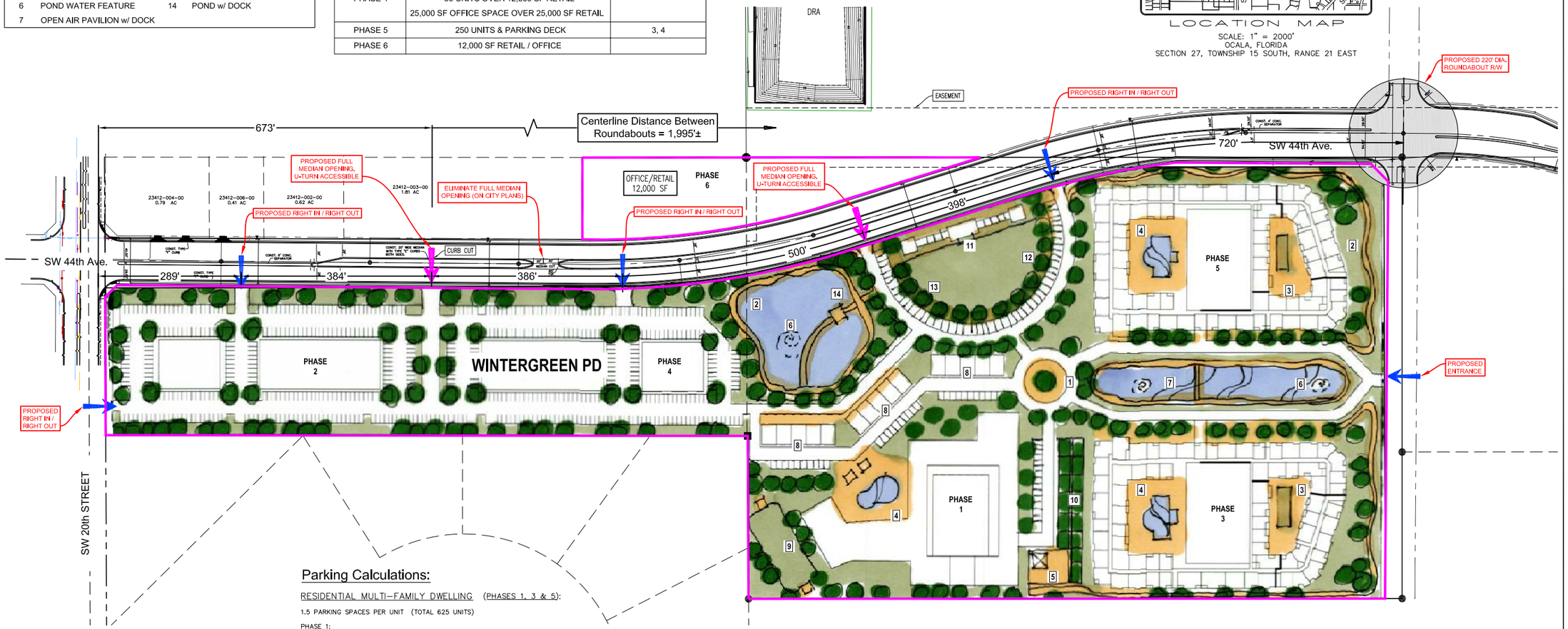
AMENITIES LEGEND			
1	ROUNDABOUT w/ TREE	8	RESIDENTIAL TOWNHOUSES
2	PEDESTRIAN / BIKE TRAILS	9	CHIPPING / PUTTING GREEN
3	COURTYARD	10	LEASABLE GARDEN SPACE
4	POOL w/ DECK	11	OPEN AIR PAVILION
5	GRILLING AREA	12	LEASABLE AMPHITHEATER
6	POND WATER FEATURE	13	LEASABLE EVENT LAWN
7	OPEN AIR PAVILION w/ DOCK	14	POND w/ DOCK

PHASING	DEVELOPMENT	AMENITIES
PHASE 1	110 UNITS, PARKING DECK & AMENITIES 15 RESIDENTIAL TOWNHOUSES & PARKING	1, 2, 4, 5, 6, 8, 9, 14
PHASE 2	30 UNITS OVER 12,500 SF RETAIL 25,000 SF OFFICE SPACE OVER 25,000 SF RETAIL	
PHASE 3	250 UNITS & PARKING DECK	3, 4, 6, 10, 11, 12, 13
PHASE 4	30 UNITS OVER 12,500 SF RETAIL 25,000 SF OFFICE SPACE OVER 25,000 SF RETAIL	
PHASE 5	250 UNITS & PARKING DECK	3, 4
PHASE 6	12,000 SF RETAIL / OFFICE	



LOCATION MAP
SCALE: 1" = 2000'
OCALA, FLORIDA
SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST

CITY OF OCALA PROJECT
PERMIT # PUD17-0003



Open Space - PD:

122-942 (a)(4) OPEN SPACE. OPEN SPACE REQUIREMENTS FOR A PD ARE AS FOLLOWS:

a. OPEN SPACE SHALL INCLUDE ACTIVE AND PASSIVE RECREATION AREAS SUCH AS COURTYARDS, STREETSCAPES/SIDEWALKS, PLAYGROUNDS, GOLF COURSES, WATERWAYS, LANDSCAPED YARDS AND PATIOS, LAGOONS, FLOODPLAINS, NATURE TRAILS, ROOF AREAS, AND OTHER SIMILAR OPEN SPACES. WATER RETENTION AREAS THAT ARE DESIGNED AS AESTHETIC LAKES OR PONDS FOR PASSIVE OR ACTIVE RECREATIONAL USE MAY ALSO BE COUNTED AS OPEN SPACE, AS LONG AS THESE AREAS ARE DESIGNED TO RETAIN A MINIMUM OF THREE FEET OF WATER AT ALL TIMES.

b. FENCED WATER RETENTION AREAS, OPEN WATER AREAS BEYOND THE PERIMETER OF THE SITE, PAVED PORTIONS OF STREET RIGHT-OF-WAY, DRIVEWAYS, OFF-STREET PARKING AREAS AND OFF-STREET LOADING AREAS SHALL NOT BE COUNTED IN DETERMINING OPEN SPACE. SIDE YARDS LESS THAN SIX FEET WIDE SHALL NOT BE COUNTED AS OPEN SPACE.

c. OPEN SPACE SHALL BE CLUSTERED INTO LARGER TRACTS/AREAS. BUILDINGS AND STRUCTURES SHOULD BE CLUSTERED SO THAT THE OPEN SPACE IS USABLE TO THE OCCUPANTS/RESIDENTS RATHER THAN MERELY PROVIDING MINIMAL SETBACKS OR SPACING BETWEEN BUILDINGS OR STRUCTURES. ZERO LOT LINE AND CLUSTERED DESIGN IS ENCOURAGED. FRONT, SIDE AND REAR YARDS IN SINGLE-FAMILY RESIDENTIAL AREAS SHALL NOT BE COUNTED AS AGGREGATE OPEN SPACE.

d. THERE SHALL BE A MINIMUM OPEN SPACE REQUIREMENT OF 25 PERCENT OF THE TOTAL GROSS ACREAGE FOR ALL DEVELOPMENT IN ANY PD PROJECT. AT LEAST TEN PERCENT OF THE TOTAL REQUIRED OPEN SPACE SHALL BE IN USABLE AGGREGATE FORM. AGGREGATE OPEN SPACE IS DEFINED AS COMMON OPEN SPACE AREAS THAT IS DESIGNED AND INTENDED FOR USE BY THE OCCUPANTS/RESIDENTS OF A PD.

e. TREES SHOWN AS CONCEPTUAL ONLY. FINAL LANDSCAPE PLAN WILL DETERMINE ACTUAL TREE LOCATIONS.

Parking Calculations:

RESIDENTIAL MULTI-FAMILY DWELLING (PHASES 1, 3 & 5):

1.5 PARKING SPACES PER UNIT (TOTAL 625 UNITS)

PHASE 1:
(1) 4 STORY BUILDING (110 UNITS) = 110 UNITS = 1.5 X 110 = 165 SPACES
15 RESIDENTIAL TOWNHOUSES = 15 UNITS = 1.5 X 15 = 23 SPACES

PHASE 3:
(1) 4 STORY BUILDINGS (250 UNITS EA.) = 250 UNITS = 1.5 X 250 = 375 SPACES

PHASE 5:
(1) 4 STORY BUILDINGS (250 UNITS EA.) = 250 UNITS = 1.5 X 250 = 375 SPACES

SPACES REQUIRED: 938

SPACES PROVIDED: (2) 4 STORY PARKING DECKS @ 400 SPACES EA. = 800 SPACES
(1) 4 STORY PARKING DECK @ 200 SPACES EA. = 200 SPACES

TOTAL SPACES PROVIDED = 1,000

1,000/625 = 1.6 SPACES PER UNIT

REQUIRED HANDICAPPED PARKING - 2% OF TOTAL - .02 X 1,000 = 20

RESIDENTIAL / OFFICE OVER RETAIL (PHASE 2 & 4 ONLY):

RETAIL: 1 PARKING SPACE FOR EVERY 300 SQUARE FEET OF FLOOR AREA

RETAIL: 75,000 SF 75,000/300 = 250 SPACES
RETAIL PARKING PROVIDED - 250 SPACES
OFFICE PARKING PROVIDED = 50,000/300 = 167 SPACES

RESIDENTIAL OVER RETAIL - (2) 4 STORY BLDGS @ 30 UNITS PER BLDG. = 60 UNITS

RESIDENTIAL PARKING REQUIRED/PROVIDED 60 UNITS X 1.5 = 90 SPACES

TOTAL PARKING REQUIRED = 250 + 167 + 90 = 507

REQUIRED HANDICAPPED PARKING - 1 SPACE FOR EVERY 25 SPACES = 507/25 = 21 SPACES

NOTE: RESIDENTIAL OVER RETAIL MAY REQUIRE DECK PARKING TO MEET PARKING REQUIREMENTS.

Traffic Impact Statement:

TRAFFIC GENERATION RATES ARE BASED ON THE ITE TRIP GENERATION, 7th EDITION.

RESIDENTIAL:

ITE LAND USE CODE = 223, MID-RISE RESIDENTIAL CONDOMINIUM/TOWNHOUSE.

DWELLING UNITS = 685

A.M. PEAK HOUR OF GENERATOR
TRIP GENERATION A.M. = 0.30 (AVERAGE RATE) X 685 = 205.5 TRIPS
TRIP DISTRIBUTION = 31% ENTERING = 205.5 X 0.31 = 63.71 TRIPS
69% EXITING = 205.5 X 0.69 = 141.8 TRIPS

P.M. PEAK HOUR OF GENERATOR
TRIP GENERATION P.M. = 0.39 (AVERAGE RATE) X 685 = 267 TRIPS
TRIP DISTRIBUTION = 58% ENTERING = 267 X 0.58 = 155 TRIPS
42% EXITING = 267 X 0.42 = 112 TRIPS

COMMERCIAL:
PEAK HOUR CALCULATION (WEEKDAY PM PEAK):

SPECIALTY RETAIL (826): 2.71 PER 1,000 SF 2.71 X 75 = 203

TRIP DISTRIBUTION = 44% ENTERING = 0.44 X 203 = 89 TRIPS
56% EXITING = 0.56 X 203 = 114 TRIPS

OFFICE (710): 1.49 PER 1,000 SF 1.49 X 50 = 75

TRIP DISTRIBUTION = 50% ENTERING = 0.50 X 75 = 37.5 TRIPS
50% EXITING = 0.50 X 75 = 37.5 TRIPS

Notes:

1. LAND USE DESIGNATION = MEDIUM INTENSITY/SPECIAL DISTRICT
ALLOWABLE DENSITY = 30 UNITS/ACRE
PROPOSED DENSITY;
PHASES 1,3 & 5 = 625 UNITS/23.9 AC = 26.15 UNITS PER ACRE
PHASES 2 & 4 RES. = 60/8.9 AC = 6.7 UNITS PER ACRE
OFFICE = 50,000SF/8.9 = 5,618 SF/ACRE
COMM. = 75,000SF/8.9 = 8,427 SF/ACRE
PHASE 6 COMM. = 12,000/1.98 = 6,061 SF/ACRE

2. TOTAL SITE AREA = 40.07 ACRES
R/W (SW 44th AVE.) AREA = 4.63 ACRES
R/W (FUTURE ROAD) AREA = 0.66 ACRES
RETAIL/OFFICE = 1.98 ACRES
RESIDENTIAL / OFFICE / RETAIL = 8.94 ACRES
RESIDENTIAL = 23.86 ACRES

(2) - 4 STORY BUILDINGS @ 250 UNITS PER BLDG. = 500 UNITS
(1) - 4 STORY BUILDING @ 110 UNITS PER BLDG. = 110 UNITS
15 RESIDENTIAL TOWNHOUSES 15 UNITS
60 RESIDENTIAL UNITS OVER RETAIL 60 UNITS
685 UNITS

3. A PD DEVELOPER'S AGREEMENT PURSUANT TO SECTION 122.944(d) SHALL BE PROVIDED AT FINAL PLAN SUBMITTAL.

4. A TITLE OPINION SHALL BE REQUIRED BY THE TIME THE FINAL DEVELOPMENT PLAN AND THE FINAL DEVELOPER'S AGREEMENT ARE SUBMITTED.

5. LOADING AREAS AND DUMPSTER PADS TO BE SCREENED PER CITY CODE.

6. ALL UTILITIES SHALL BE UNDERGROUND (122-942).

7. ACCESS SHALL BE PROVIDED TO ALL USERS (122-942).

8. IF SEPARATE TRACTS ARE SOLD, TRACTS MUST MEET PLATTING REQUIREMENTS OF CHAPTER 114 (122-942).

9. A UNIFIED SIGNAGE PLAN MUST BE ADDRESSED WITH SUBMITTAL OF THE FIRST FINAL PD PLAN.

10. AN ARBORIST OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL EVALUATE THE TREES ONSITE, PROVIDE NECESSARY TREE PRESERVATION REQUIREMENTS TO BE PROVIDED AND IS INVOLVED IN THE SITE CLEARING PROCESS TO ASSURE THE HEALTHY SURVIVAL OF ALL TREES SHOWN ON THE SITE TO BE SAVED.

11. A LANDSCAPE ARCHITECT OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL DESIGN THE LANDSCAPE PLAN AND MANAGE THE ONSITE TREE PLANTING.

12. A LEGALLY CONSTITUTED MAINTENANCE AGREEMENT SHALL BE PROVIDED AT FINAL PLAN PURSUANT TO 122-944(C).

13. PROJECT SHALL BE UNDER UNIFIED CONTROL OF COUNTRY GREEN, LLP.

14. SEE LEGEND FOR AMENITIES.

Revisions	By	Date:
ADDED SOUTH ROUNDABOUT	JWS	11-17-17
REVISED MEDIAN NOTES	JWS	11-30-17
REVISED PHASING CHART	JWS	1-11-18

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Sheet No.
1 of 1

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Kimley»Horn

Table 1: Trip Generation

Land Use	Intensity			Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
					Total	In	Out	Total	In	Out
Proposed Development										
Multifamily Housing (Mid-Rise)	685 DU			3,732	226	59	167	281	171	110
General Office Building	50,000 SF			542	73	63	10	59	9	50
Shopping Center	87,000 SF			5,469	195	121	74	490	235	255
	Subtotal			*9,743*	*494*	*243*	*251*	*830*	*415*	*415*
Internal Capture	Daily	AM	PM							
Residential	23%	2%	34%	877	5	1	4	95	67	28
Office	32%	11%	31%	172	8	5	3	18	7	11
Commercial	17%	5%	21%	929	9	5	4	103	34	69
Subtotal	*20%*	*5%*	*26%*	1,978	22	11	11	216	108	108
Pass-By Traffic [2]	Daily	AM	PM							
Shopping Center	34%	34%	34%	1,544	63	39	24	132	68	64
10% of Adjacent Street Traffic	10%			1,508	136	68	68	136	68	68
	Subtotal			1,508	63	39	24	132	68	64
Driveway Volumes				7,765	472	232	240	614	307	307
TOTAL NET NEW TRIPS				6,257	409	193	216	482	239	243

Note: *Trip Generation was calculated using the data from ITE's Trip Generation Manual, 10th Edition*

Multifamily Housing (Mid-Rise) [ITE LUC 221]	
Daily	T = 5.45*(X) - 1.75 (X is DU)
AM Peak Hour of Adjacent Street	Ln(T) = 0.98*Ln(X) - 0.98 (X is DU; 26% in, 74% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.96*Ln(X) - 0.63 (X is DU; 61% in, 39% out)
General Office [ITE LUC 710]	
Daily	Ln(T) = 0.97*Ln(X) + 2.50 (X is SF/1,000)
AM Peak Hour of Adjacent Street	T = 0.94*(X) + 26.49 (X is SF/1,000; 86% in, 14% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.95*Ln(X) + 0.36 (X is DU; 16% in, 84% out)
Shopping Center [ITE LUC 820]	
Daily	Ln(T) = 0.68*Ln(X) + 5.57 (X is SF/1,000)
AM Peak Hour of Adjacent Street	T = 0.50*(X) + 151.78 (X is SF/1,000; 62% in, 38% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.74*Ln(X) + 2.89 (X is DU; 48% in, 52% out)

Internal Capture Reduction Calculations

Methodology for A.M. Peak Hour and P.M. Peak Hour
based on the *Trip Generation Handbook* , 3rd Edition, published by the Institute of Transportation Engineers

Methodology for Daily
based on the average of the Unconstrained Rates for the A.M. Peak Hour and P.M. Peak Hour

Wintergreen PD

GROSS TRIP GENERATION

INPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	271	271	63	10	9	50
Retail	2,735	2,735	121	74	235	255
Restaurant						
Cinema/Entertainment						
Residential	1,866	1,866	59	167	171	110
Hotel						
	4,872	4,872	243	251	415	415

INTERNAL TRIPS

OUTPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	103	69	5	3	7	11
Retail	434	495	5	4	34	69
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	452	425	1	4	67	28
Hotel	0	0	0	0	0	0
	989	989	11	11	108	108

OUTPUT

Total % Reduction	*20.3%*	*4.5%*	*26.0%*
Office	31.7%	11.0%	30.5%
Retail	17.0%	4.6%	21.0%
Restaurant			
Cinema/Entertainment			
Residential	23.5%	2.2%	33.8%
Hotel			

EXTERNAL TRIPS

OUTPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	168	202	58	7	2	39
Retail	2,301	2,240	116	70	201	186
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	1,414	1,441	58	163	104	82
Hotel	0	0	0	0	0	0
	3,883	3,883	232	240	307	307

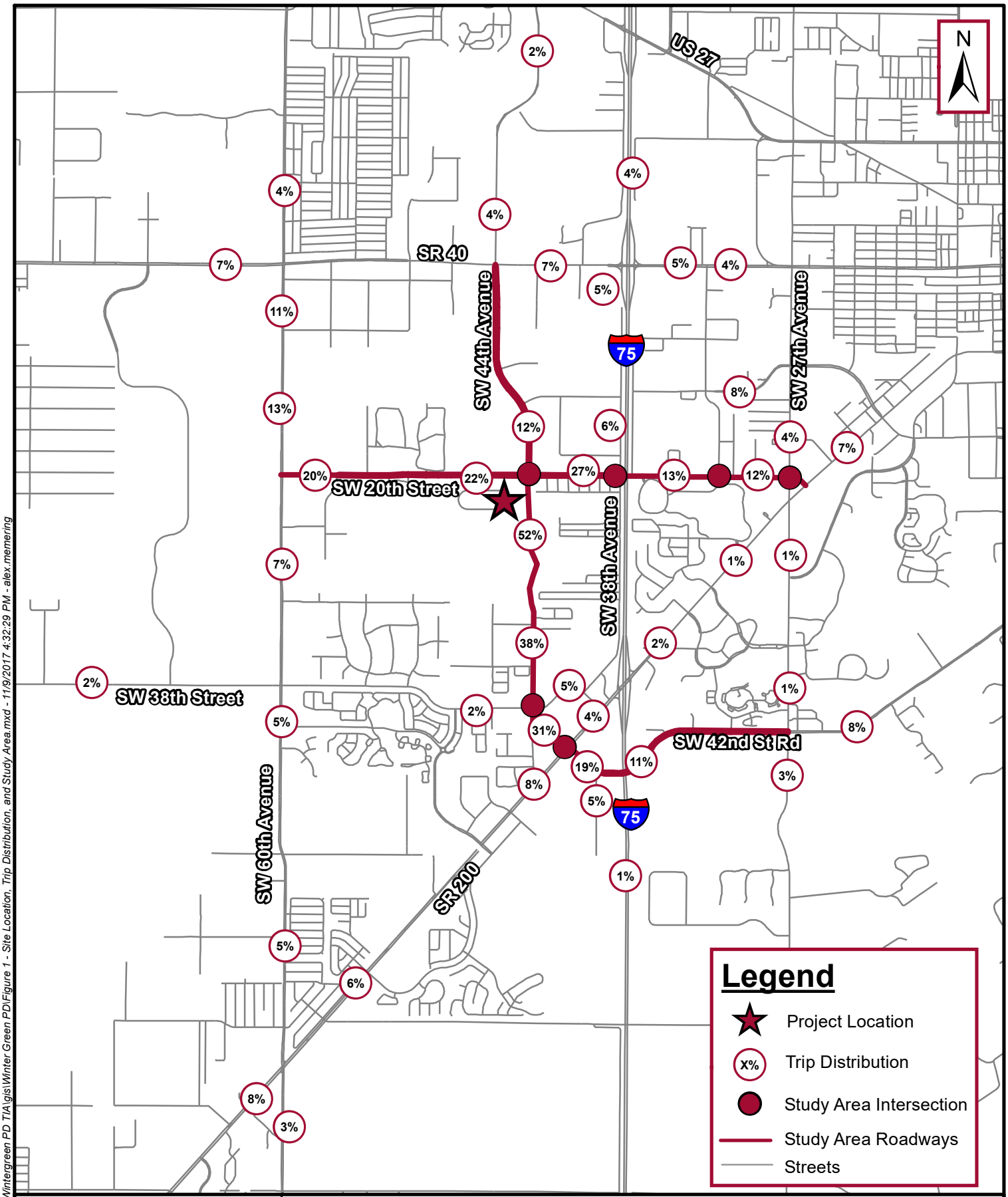


FIGURE 1: SITE LOCATION, TRIP DISTRIBUTION, AND STUDY AREA

WINTERGREEN PD
OCALA, FLORIDA

Project No: 142742000	Not To Scale	November 2017	Figure 1

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101 E Silver Springs Blvd, Suite 400, Ocala FL 34470
Phone: 352 438 3000
www.kimley-horn.com CA 00000696

K:\OCA_Civil\142742000 - Wintergreen PD TIA\gis\Winter Green PD\Figure 1 - Site Location, Trip Distribution, and Study Area.mxd - 11/9/2017 4:32:29 PM - alex.memering

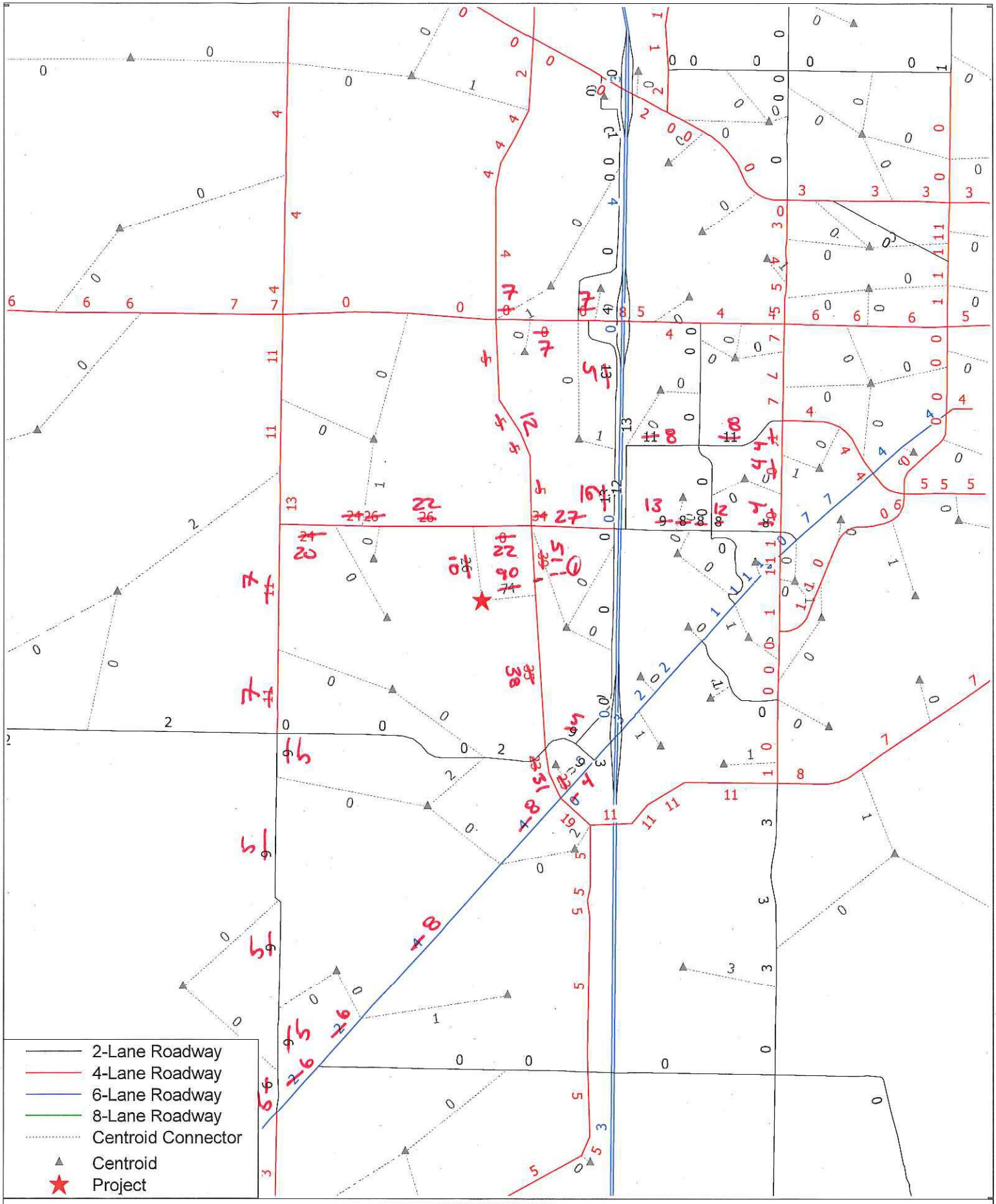
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Table 2: Project Significant Impact Calculations

Roadway		ROADWAY ATTRIBUTES [1]				EXISTING DAILY TRAFFIC CONDITIONS				Percent Project Traffic Assignment [2]	PM PEAK HOUR SIGNIFICANCE CALCULATIONS					Include In Study Area? [5]
											Pk. Hr. Dir. Service Capacity [3]	Project Traffic		Percent Impact	Significant Impact? [4]	
From	To	FDOT Classification	Area Type	Adopted LOS	Number of Lanes	Service Capacity [3]	2016 AADT	2016 V/C	2016 LOS			NB / EB	SB / WB			
SR 200																
SW 60th Ave	SW 48th Ave	ST-SA-C1	Urban	D	6	59,900	42,750	0.71	C	7.0%	3,020	17	17	0.56%	--	No
SW 48th Ave	I-75 East Ramps	ST-SA-C1	Urban	D	6	59,900	38,500 [6]	0.64	C	7.0%	3,020	17	17	0.56%	--	No
I-75 East Ramps	SW 27th Ave	ST-SA-C1	Urban	D	6	59,900	43,500	0.73	C	1.5%	3,020	4	4	0.13%	--	No
SW 27th Ave	SW 17th St	ST-SA-C1	Urban	D	6	59,900	38,300	0.64	C	7.0%	3,020	17	17	0.56%	--	No
NW / SW 60th Ave																
US 27	SR 40	NS-SA-C1	Urban	E	4	35,820	9,900	0.28	C	4.0%	1,800	10	10	0.56%	--	No
SR 40	SW 20th St	NS-SA-C1	Urban	E	4	35,820	13,800	0.39	C	12.0%	1,800	29	29	1.61%	--	No
SW 20th St	SW 38th St	NS-SA-C1	Urban	E	4	35,820	12,500 [6]	0.35	C	7.0%	1,800	17	17	0.94%	--	No
SW 38th St	SR 200	NS-SA-C1	Urban	E	4	35,820	14,950	0.42	C	5.0%	1,800	12	12	0.67%	--	No
SR 200	SW 80th St	NS-SA-C1	Urban	E	4	35,820	18,500	0.52	C	1.3%	1,800	3	3	0.17%	--	No
SW 49th Ave																
SW 42nd St	SW 66th St	NS-SA-C1	Urban	E	4	35,820	--	--	--	5.0%	1,800	12	12	0.67%	--	No
SW 44th Ave																
US 27	SR 40	NS-SA-C1	Urban	E	4	35,820	--	--	--	3.0%	1,800	7	7	0.39%	--	No
SR 40	SW 20th St	NS-SA-C1	Urban	E	4	35,820	--	--	--	12.0%	1,800	29	29	1.61%	--	Yes
SW 20th St	SR 200	NS-SA-C1	Urban	E	4	35,820	--	--	--	40.0%	1,800	96	97	5.39%	Yes	Yes
SW 42nd St																
SR 200	SW 27th Ave	NS-SA-C1	Urban	E	4	35,820	17,700	0.49	C	13.7%	1,800	33	33	1.83%	--	Yes
SW 27th Ave	SW 7th Ave	NS-SA-C1	Urban	E	4	35,820	19,200 [6]	0.54	C	7.5%	1,800	18	18	1.00%	--	No
SW 38th St																
SW 80th Ave	SW 60th Ave	NS-SA-C1	Urban	E	2	15,930	8,500	0.53	C	2.0%	792	5	5	0.63%	--	No
SW 60th Ave	SR 200	NS-SA-C1	Urban	E	2	15,930	6,200	0.39	C	2.3%	792	6	6	0.76%	--	No
SW 27th Ave																
SR 40	SR 200	NS-SA-C1	Urban	E	4	35,820	20,700	0.58	C	4.6%	1,800	11	11	0.61%	--	No
SR 200	SW 42nd St	NS-SA-C1	Urban	E	4	35,820	20,400	0.57	C	0.5%	1,800	1	1	0.06%	--	No
CR 475A																
SW 42nd St	SW 66th St	NS-SA-C1	Urban	E	2	15,930	12,300	0.77	C	1.5%	792	4	4	0.51%	--	No
SR 40																
SW 80th Ave	SW 60th Ave	ST-SA-C1	Urban	D	4	41,790	21,000	0.50	C	6.5%	2,100	16	16	0.76%	--	No
SW 60th Ave	SW 44th/46th Ave	ST-SA-C1	Urban	D	4	41,790	28,500 [6]	0.68	C	0.0%	2,100	0	0	0.00%	--	No
SW 44th/46th Ave	I-75	ST-SA-C1	Urban	D	4	41,790	30,500	0.73	C	7.5%	2,100	18	18	0.86%	--	No
I-75	SW 27th Ave	ST-SA-C1	Urban	D	4	39,800	33,000	0.83	C	4.5%	2,000	11	11	0.55%	--	No
SW 27th Ave	SW MLK Ave	ST-SA-C1	Urban	D	4	39,800	26,700	0.67	C	6.0%	2,000	15	14	0.75%	--	No
SW 20th St																
SW 60th Ave	SW 44th Ave	NS-SA-C1	Urban	E	4	35,820	11,600	0.32	C	21.0%	1,800	50	51	2.83%	--	Yes
SW 44th Ave	I-75	NS-SA-C1	Urban	E	4	35,820	12,800	0.36	C	24.0%	1,800	58	57	3.22%	Yes	Yes
I-75	SW 27th Ave	NS-SA-C1	Urban	E	2	16,727	11,600	0.69	C	14.2%	832	35	34	4.21%	Yes	Yes
SW 27th Ave	SR 200	NS-SA-C1	Urban	E	2	15,930	10,900 [6]	0.68	C	6.0%	792	15	14	1.89%	--	Yes
SW 38th Ave																
SR 40	SW 20th St	NS-SA-C2	Urban	E	2	14,040	3,500 [6]	0.25	C	5.5%	720	13	13	1.81%	--	No
SW 20th St	SW 38th St	NS-SA-C2	Urban	E	2	14,040	5,300 [6]	0.38	C	0.0%	720	0	0	0.00%	--	No

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\[MethodologyCalcs_171102.xlsx]T2-STUDYAREA_CGreen_avg_3%

1. The roadway attributes were obtained from the latest Marion County and FDOT sources.
2. Project traffic assignment was calculated as the average across the segment based on the trip distribution and assignment.
3. Roadway Service Capacities were determined using the 2013 FDOT Quality/LOS Handbook and Marion County roadway segment tables. A four-lane service capacity was assumed for SW 44th Ave and SW 49th Ave.
4. A segment is considered significantly impacted if the project impact is 3% or greater based on City of Ocala guidelines.
5. The study area includes all significantly impacted segments, plus one segment beyond, except when the next segment is expected to have *de minimis* impacts (<1%).
6. Roadway segments did not have traffic counts recorded for 2016. The most recent year of available data (2012 being the earliest) is reported.



WINTERGREEN PD
SELECT ZONE DISTRIBUTION (PERCENTAGES) (Hand Adjusted)
CFRPMv6.0 CF 2040 MODEL
10/31/2017

cube

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Appendix C: Traffic Data

SeasonalFactorReport-Marion

2016 Peak Season Factor Category Report - Report Type: ALL

Category: 3600 MARION COUNTYWIDE

MOCF: 0.97

Week	Dates	SF	PSCF
1	01/01/2016 - 01/02/2016	0.99	1.02
2	01/03/2016 - 01/09/2016	1.02	1.05
3	01/10/2016 - 01/16/2016	1.06	1.09
4	01/17/2016 - 01/23/2016	1.05	1.08
5	01/24/2016 - 01/30/2016	1.03	1.06
6	01/31/2016 - 02/06/2016	1.02	1.05
7	02/07/2016 - 02/13/2016	1.00	1.03
* 8	02/14/2016 - 02/20/2016	0.99	1.02
* 9	02/21/2016 - 02/27/2016	0.98	1.01
*10	02/28/2016 - 03/05/2016	0.96	0.99
*11	03/06/2016 - 03/12/2016	0.95	0.98
*12	03/13/2016 - 03/19/2016	0.93	0.96
*13	03/20/2016 - 03/26/2016	0.94	0.97
*14	03/27/2016 - 04/02/2016	0.95	0.98
*15	04/03/2016 - 04/09/2016	0.96	0.99
*16	04/10/2016 - 04/16/2016	0.97	1.00
*17	04/17/2016 - 04/23/2016	0.98	1.01
*18	04/24/2016 - 04/30/2016	0.99	1.02
*19	05/01/2016 - 05/07/2016	0.99	1.02
*20	05/08/2016 - 05/14/2016	1.00	1.03
21	05/15/2016 - 05/21/2016	1.01	1.04
22	05/22/2016 - 05/28/2016	1.01	1.04
23	05/29/2016 - 06/04/2016	1.01	1.04
24	06/05/2016 - 06/11/2016	1.02	1.05
25	06/12/2016 - 06/18/2016	1.02	1.05
26	06/19/2016 - 06/25/2016	1.02	1.05
27	06/26/2016 - 07/02/2016	1.02	1.05
28	07/03/2016 - 07/09/2016	1.01	1.04
29	07/10/2016 - 07/16/2016	1.01	1.04
30	07/17/2016 - 07/23/2016	1.02	1.05
31	07/24/2016 - 07/30/2016	1.02	1.05
32	07/31/2016 - 08/06/2016	1.03	1.06
33	08/07/2016 - 08/13/2016	1.03	1.06
34	08/14/2016 - 08/20/2016	1.04	1.07
35	08/21/2016 - 08/27/2016	1.05	1.08
36	08/28/2016 - 09/03/2016	1.05	1.08
37	09/04/2016 - 09/10/2016	1.06	1.09
38	09/11/2016 - 09/17/2016	1.07	1.10
39	09/18/2016 - 09/24/2016	1.05	1.08
40	09/25/2016 - 10/01/2016	1.03	1.06
41	10/02/2016 - 10/08/2016	1.01	1.04
42	10/09/2016 - 10/15/2016	0.99	1.02
43	10/16/2016 - 10/22/2016	0.99	1.02
44	10/23/2016 - 10/29/2016	0.99	1.02

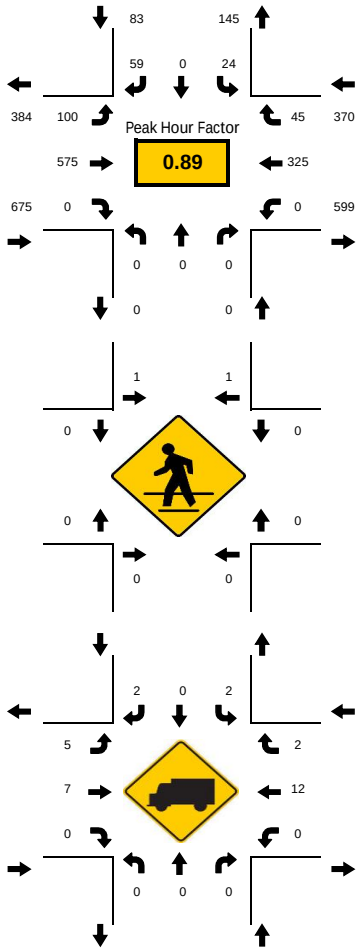
45	10/30/2016 - 11/05/2016	0.99	1.02
46	11/06/2016 - 11/12/2016	0.99	1.02
47	11/13/2016 - 11/19/2016	0.99	1.02
48	11/20/2016 - 11/26/2016	0.99	1.02
49	11/27/2016 - 12/03/2016	0.99	1.02
50	12/04/2016 - 12/10/2016	0.99	1.02
51	12/11/2016 - 12/17/2016	0.99	1.02
52	12/18/2016 - 12/24/2016	1.02	1.05
53	12/25/2016 - 12/31/2016	1.06	1.09

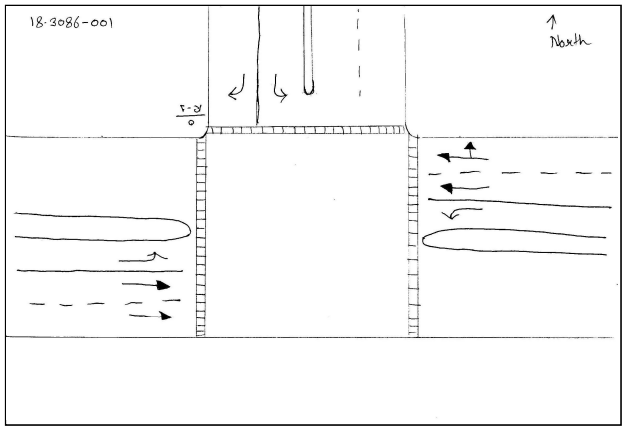
* Peak Season

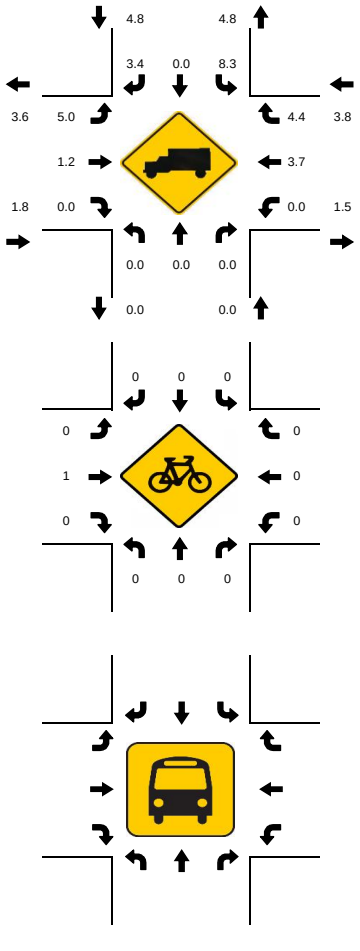
LOCATION: SW 44th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-001
DATE: 02/20/2018

Peak-Hour: 07:30 AM - 08:30 AM
Peak 15-Minute: 07:45 AM - 08:00 AM





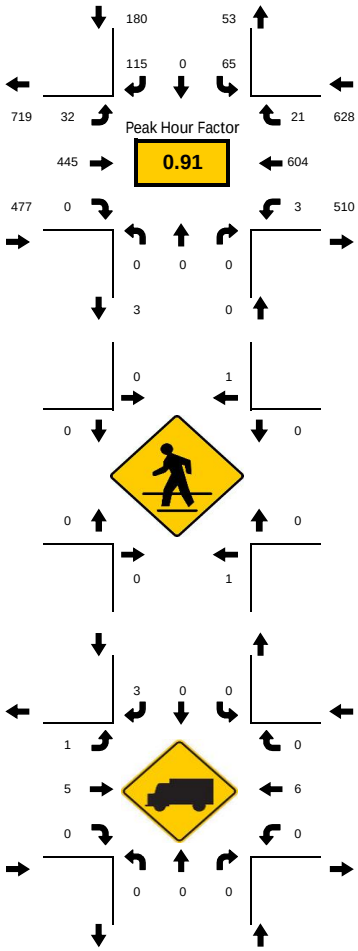


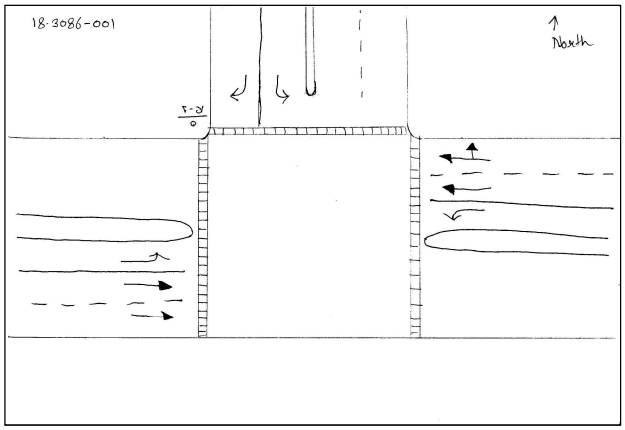
15-Min Count Period Beginning At	SW 44th Ave Northbound					SW 44th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
07:00 AM	0	0	0	0		10	0	4	0		20	100	0	0		0	39	10	0		183	992
07:15 AM	0	0	0	0		5	0	11	0		12	121	0	0		0	55	14	0		218	1090
07:30 AM	0	0	0	0		6	0	10	0		29	148	0	0		0	75	6	0		274	1128
07:45 AM	0	0	0	0		2	0	17	0		30	176	0	0		0	78	14	0		317	1100
08:00 AM	0	0	0	0		8	0	20	0		23	135	0	0		0	80	15	0		281	995
08:15 AM	0	0	0	0		8	0	12	0		18	116	0	0		0	92	10	0		256	714
08:30 AM	0	0	0	0		3	0	13	0		15	129	0	0		0	78	8	0		246	458
08:45 AM	0	0	0	0		11	0	14	0		13	113	0	0		0	55	6	0		212	212
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	0	0	0	0		32	0	80	0		120	704	0	0		0	368	60	0		**1364**	
Heavy Trucks	0	0	0			4	0	4			8	16	0			0	20	4			**56**	
Pedestrians		0					4					0					0				**4**	
Bicycles	0	0	0			0	0	0			0	4	0			0	0	0			**4**	
Railroad																						
Stopped Buses																						

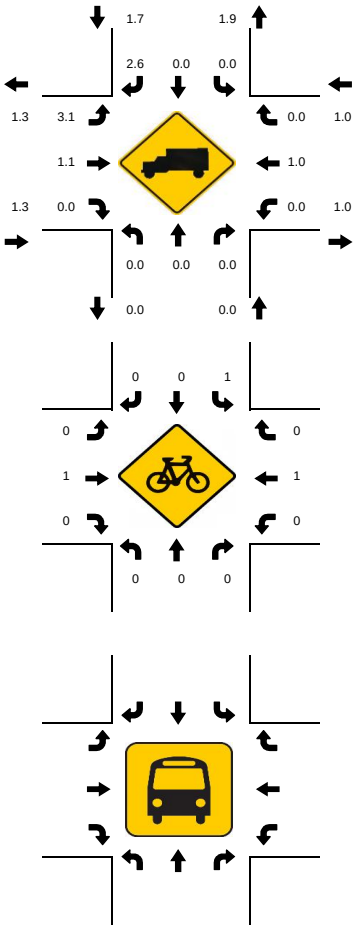
LOCATION: SW 44th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-001
DATE: 02/20/2018

Peak-Hour: 04:30 PM - 05:30 PM
Peak 15-Minute: 05:00 PM - 05:15 PM





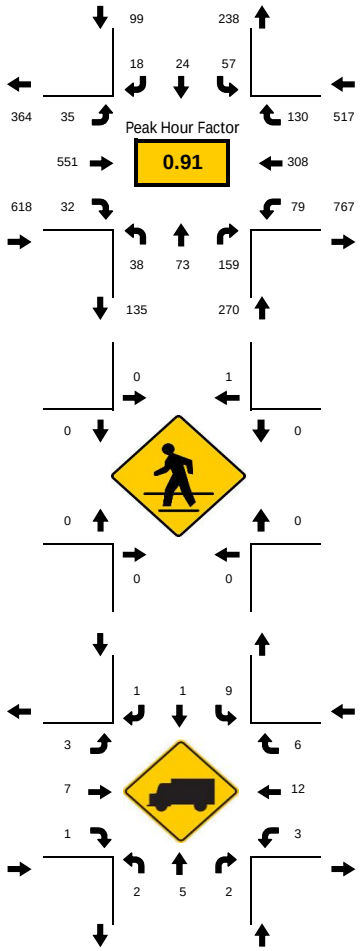


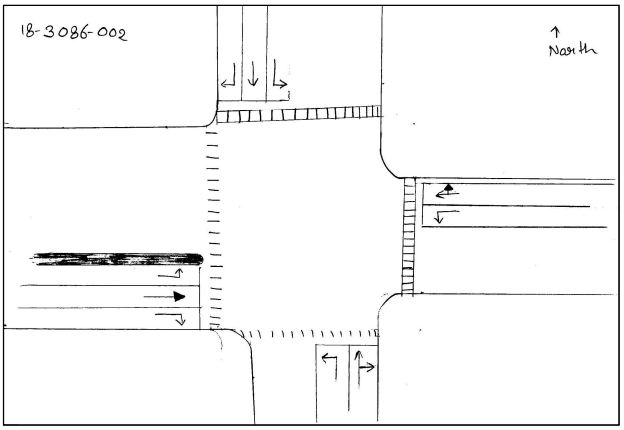
15-Min Count Period Beginning At	SW 44th Ave Northbound					SW 44th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	0	0	2	0		13	0	18	0		19	136	0	0		0	151	16	0		355	1273
04:15 PM	0	0	0	0		10	0	17	0		6	132	0	0		0	157	8	1		331	1272
04:30 PM	0	0	0	0		15	0	19	0		9	118	0	0		0	136	3	0		300	1285
04:45 PM	0	0	0	0		11	0	19	0		10	99	0	0		0	141	7	0		287	1283
05:00 PM	0	0	0	0		24	0	48	0		7	101	0	0		2	164	7	1		354	1248
05:15 PM	0	0	0	0		15	0	29	0		6	127	0	0		0	163	4	0		344	894
05:30 PM	0	0	2	0		10	0	18	0		14	88	0	0		1	156	8	1		298	550
05:45 PM	0	0	0	0		10	0	18	0		6	81	0	0		0	132	5	0		252	252
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	0	0	0	0		96	0	192	0		40	508	0	0		8	656	28	4		**1532**	
Heavy Trucks	0	0	0			0	0	8			4	12	0			0	8	0			**32**	
Pedestrians		4					4					0					0				**8**	
Bicycles	0	0	0			4	0	0			0	4	0			0	4	0			**12**	
Railroad																						
Stopped Buses																						

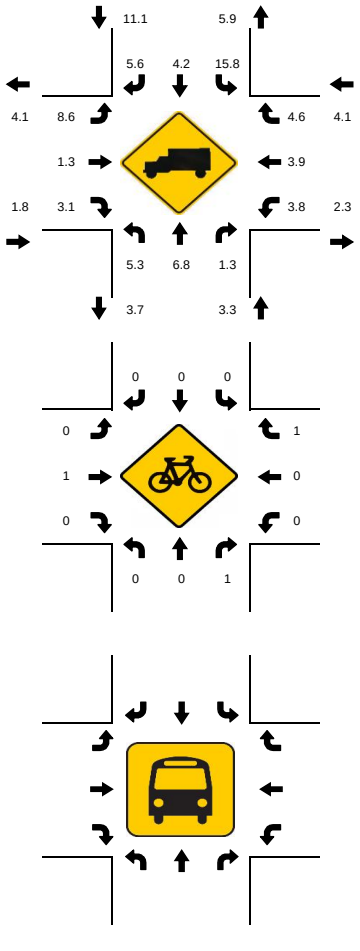
LOCATION: SW 38th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-002
DATE: 02/20/2018

Peak-Hour: 07:30 AM - 08:30 AM
Peak 15-Minute: 07:45 AM - 08:00 AM





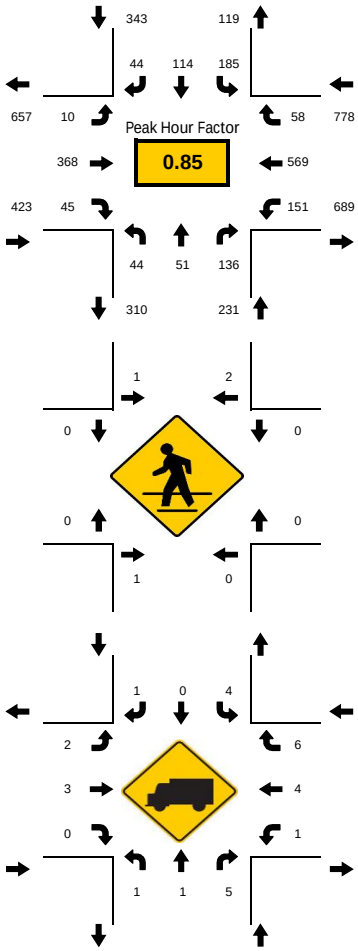


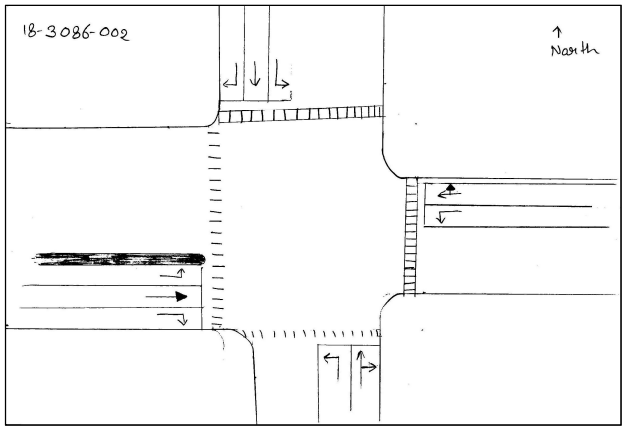
15-Min Count Period	SW 38th Ave Northbound					SW 38th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound						Hourly
Beginning At	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Total	Total
07:00 AM	6	11	27	0	13	8	8	2	0	2	7	80	14	0	7	18	48	24	0	3	253	1291
07:15 AM	6	14	28	0	13	9	8	2	0	2	2	104	12	0	6	20	56	17	0	0	278	1425
07:30 AM	3	16	35	0	17	6	7	4	0	3	8	145	8	0	1	20	71	22	0	4	345	1504
07:45 AM	11	21	45	0	13	21	4	2	0	2	10	141	4	0	1	25	85	46	0	0	415	1494
08:00 AM	11	18	35	0	9	18	7	5	0	5	10	149	9	0	4	15	69	41	0	4	387	1374
08:15 AM	13	18	44	0	14	12	6	7	0	4	7	116	11	0	7	19	83	21	0	2	357	987
08:30 AM	4	13	27	0	10	10	8	2	0	2	4	128	15	0	3	17	85	22	0	2	335	630
08:45 AM	10	10	26	0	9	18	11	4	0	0	3	121	7	0	2	19	50	16	0	3	295	295
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	52	84	180	0	68	84	28	28	0	20	40	596	44	0	28	100	340	184	0	16	**1760**	
Heavy Trucks	8	12	4			12	4	4			4	16	4			8	20	12			**108**	
Pedestrians		0					4					0					0				**4**	
Bicycles	0	0	4			0	0	0			0	4	0			0	0	4			**12**	
Railroad																						
Stopped Buses																						

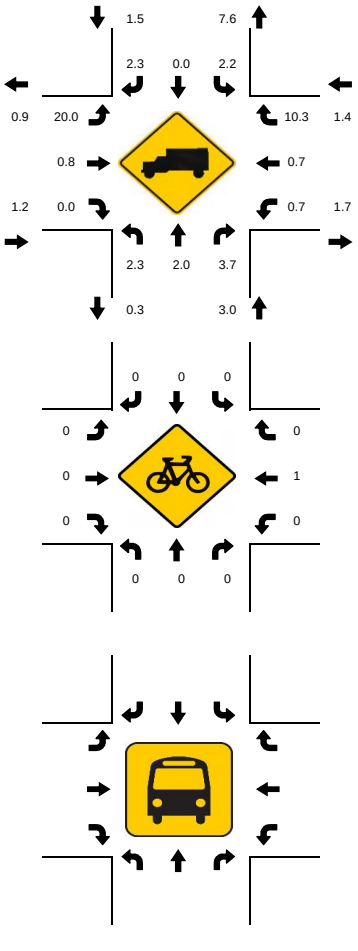
LOCATION: SW 38th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-002
DATE: 02/20/2018

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM







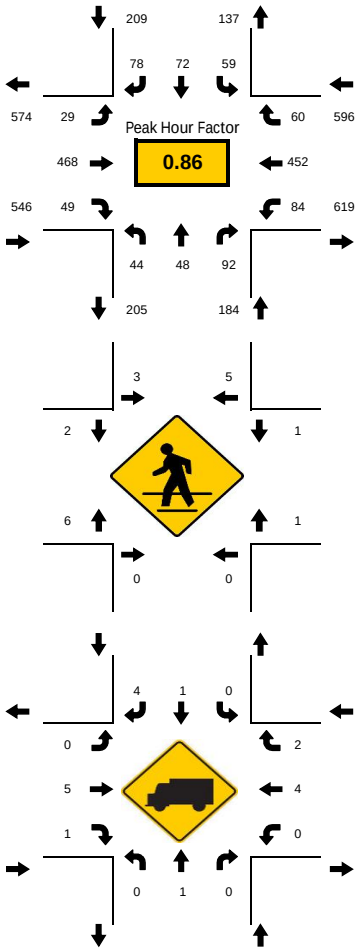
15-Min Count Period Beginning At	SW 38th Ave Northbound					SW 38th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	10	8	37	0	24	26	13	6	0	2	5	108	11	0	5	45	131	12	0	5	412	1724
04:15 PM	12	13	27	0	11	26	15	13	0	9	4	161	16	0	6	36	159	18	0	3	500	1740
04:30 PM	12	10	21	0	10	20	15	7	0	5	4	102	19	1	7	49	113	19	0	2	392	1763
04:45 PM	12	11	32	0	18	35	24	7	0	4	2	92	11	0	7	44	132	18	0	0	420	1775
05:00 PM	13	12	29	0	12	53	27	8	0	5	4	81	15	0	5	34	137	15	0	0	428	1763
05:15 PM	7	9	41	0	15	65	41	14	0	8	3	115	13	0	9	33	167	15	0	0	523	1335
05:30 PM	12	19	34	0	3	32	22	15	0	10	1	80	6	0	6	40	133	10	0	3	404	812
05:45 PM	9	18	32	0	11	16	23	10	0	5	0	91	9	0	6	44	143	13	0	0	408	408

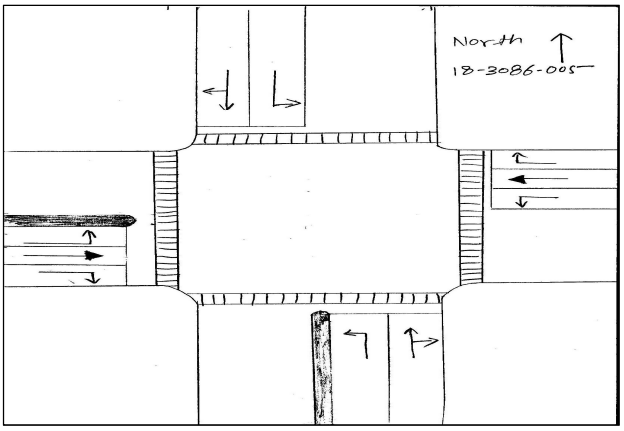
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	52	76	164	0	72	260	164	60	0	40	16	460	60	0	36	176	668	72	0	12	**2228**
Heavy Trucks	4	4	20			8	0	4			4	8	0			4	12	8			**76**
Pedestrians		4					8					0					0				**12**
Bicycles	0	0	0			0	0	0			0	0	0			0	4	0			**4**
Railroad																					
Stopped Buses																					

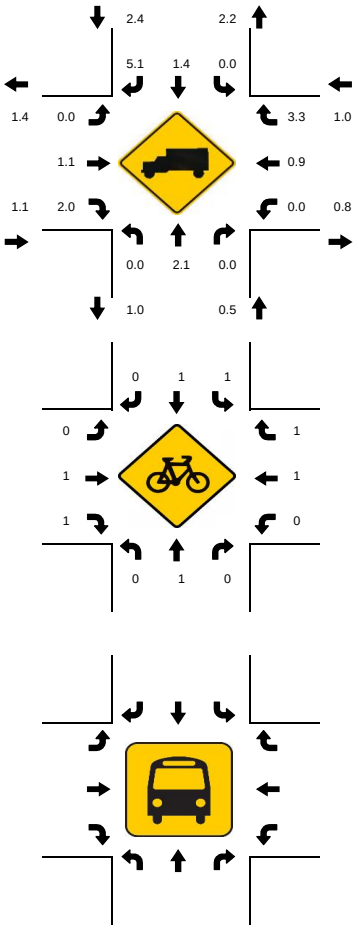
LOCATION: SW 31st Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-005
DATE: 02/20/2018

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM







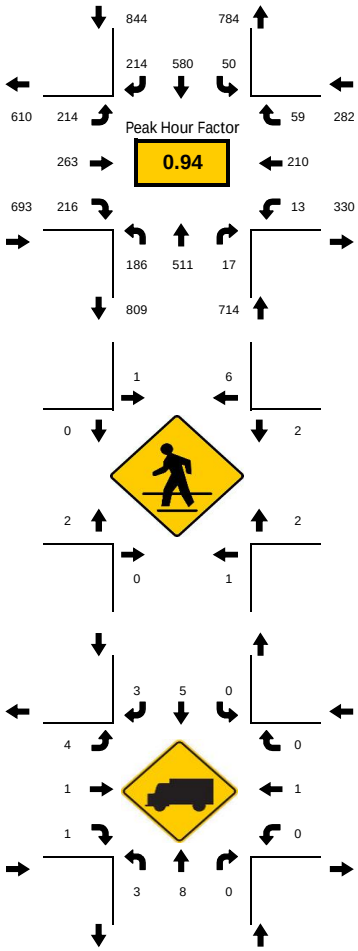
15-Min Count Period Beginning At	SW 31st Ave Northbound					SW 31st Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	5	9	36	0	7	17	11	13	0	5	17	131	8	0	1	12	86	9	0	1	354	1445
04:15 PM	6	5	26	0	4	16	15	13	0	7	18	155	6	0	2	18	104	13	0	3	395	1473
04:30 PM	8	17	27	0	7	10	7	10	0	3	6	111	9	0	3	15	100	17	0	4	337	1523
04:45 PM	15	6	28	0	10	13	18	16	0	3	6	109	10	0	5	16	109	13	0	3	359	1535
05:00 PM	13	15	27	0	2	14	14	16	0	7	6	120	13	0	6	24	110	10	0	2	382	1472
05:15 PM	6	17	16	0	6	21	14	33	0	6	12	137	20	0	4	27	121	21	0	3	445	1090
05:30 PM	10	10	21	0	5	11	26	13	0	4	5	102	6	0	1	17	112	16	0	4	349	645
05:45 PM	4	11	22	0	7	13	7	10	0	3	5	96	9	0	3	12	90	17	0	2	296	296

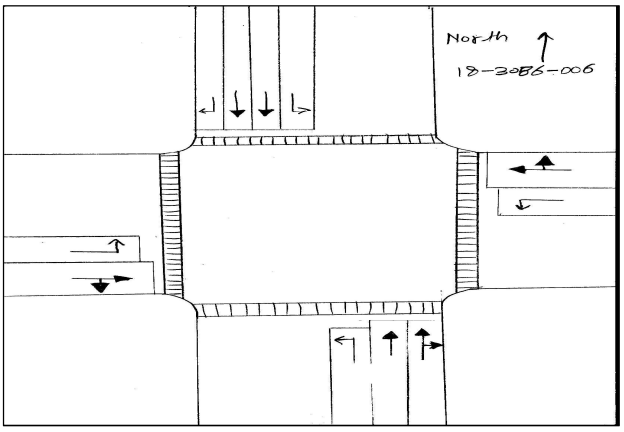
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	60	68	112	0	40	84	104	132	0	28	48	548	80	0	24	108	484	84	0	16	**1912**
Heavy Trucks	0	4	0			0	4	16			0	12	4			0	8	4			**52**
Pedestrians		0					24					28					4				**56**
Bicycles	0	4	0			4	4	0			0	4	4			0	4	4			**28**
Railroad Stopped Buses																					

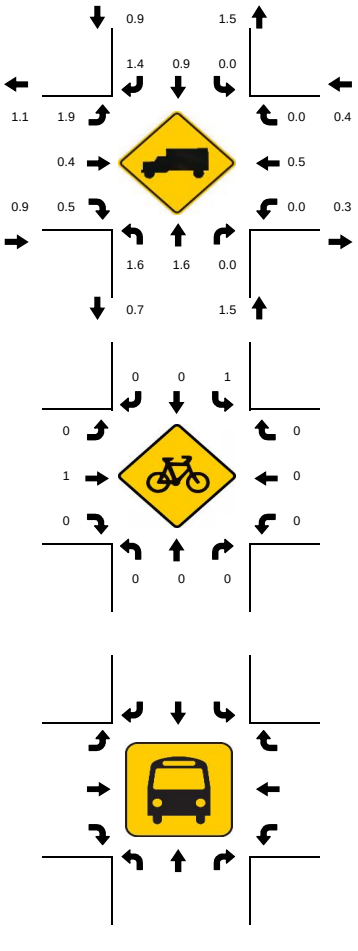
LOCATION: SW 27th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-006
DATE: 02/20/2018

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM







15-Min Count Period Beginning At	SW 27th Ave Northbound					SW 27th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	41	122	2	0	0	13	158	48	0	27	48	69	66	0	10	4	41	17	0	1	629	2461
04:15 PM	44	119	1	0	0	15	144	43	0	22	71	67	56	0	7	6	52	15	0	0	633	2485
04:30 PM	51	131	5	0	1	12	132	46	0	19	60	45	54	0	10	4	46	12	0	0	598	2527
04:45 PM	39	122	5	0	0	13	153	51	0	25	54	64	39	0	5	2	48	11	0	6	601	2533
05:00 PM	39	124	2	0	0	9	150	58	0	28	65	81	53	0	8	5	48	19	0	1	653	2431
05:15 PM	57	155	6	0	0	12	151	57	0	21	47	64	60	0	3	3	48	15	0	1	675	1778
05:30 PM	51	110	4	0	1	16	126	48	0	25	48	54	64	0	4	3	66	14	0	1	604	1103
05:45 PM	39	110	5	0	1	16	135	33	0	17	56	37	28	0	3	2	24	14	0	8	499	499

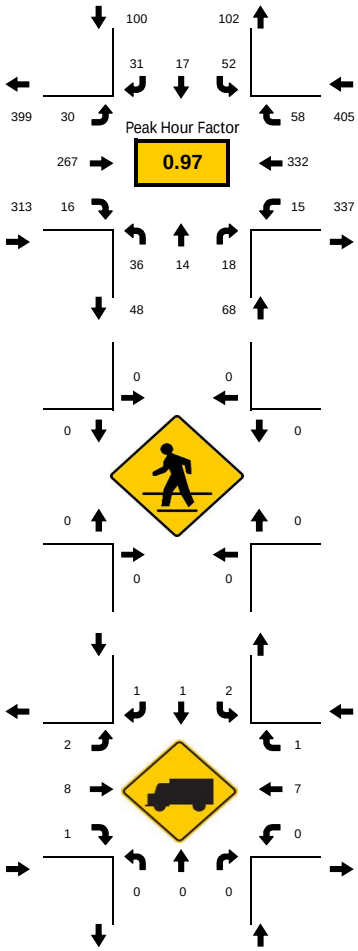
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	228	620	24	0	4	64	612	232	0	112	260	324	256	0	32	20	264	76	0	24	**2980**
Heavy Trucks	8	12	0			0	8	8			8	4	4			0		4	0		**56**
Pedestrians		4					24					8					8				**44**
Bicycles	0	0	0			4	0	0			0	4	0			0		0	0		**8**
Railroad																					
Stopped Buses																					

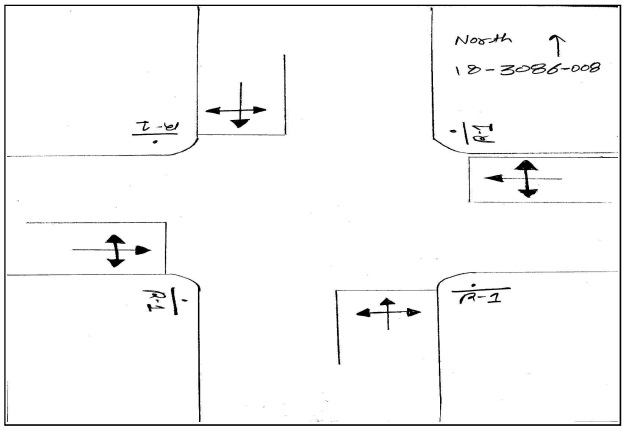
LOCATION: SW 43rd Ct & SW 38th St/40th St
CITY/STATE: Ocala, FL

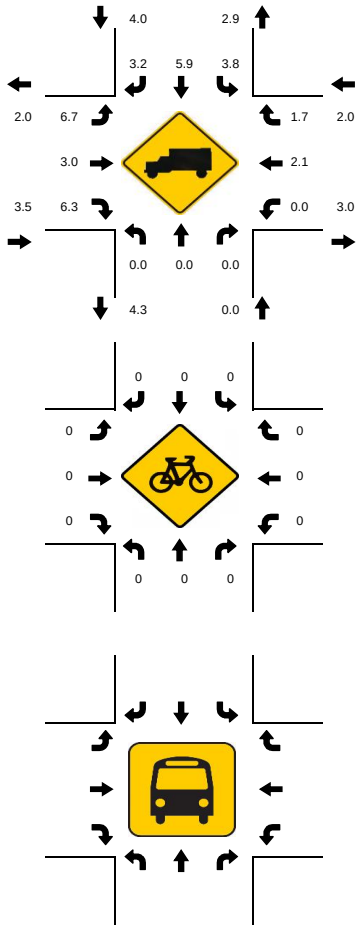
PROJECT ID: 18-03086-008
DATE: 02/20/2018

Peak-Hour: 04:15 PM - 05:15 PM
Peak 15-Minute: 04:30 PM - 04:45 PM

Peak Hour Factor
0.97







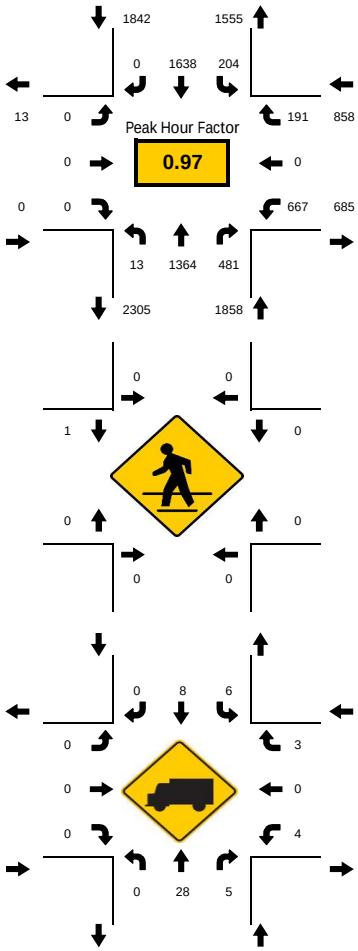
15-Min Count Period	SW 43rd Ct Northbound					SW 43rd Ct Southbound					SW 38th St/40th St Eastbound					SW 38th St/40th St Westbound						
Beginning At	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Total	Hourly Total
04:00 PM	8	4	4	0		9	3	7	0		7	82	10	0		2	65	16	1		218	881
04:15 PM	14	5	4	0		20	4	6	0		7	58	5	0		6	83	7	0		219	886
04:30 PM	5	3	6	0		10	5	3	0		6	76	5	0		3	92	13	1		228	886
04:45 PM	5	4	4	0		10	3	9	0		8	71	5	0		3	76	18	0		216	871
05:00 PM	12	2	4	0		12	5	13	0		9	62	1	0		2	81	20	0		223	857
05:15 PM	9	7	7	0		11	3	7	0		5	63	4	0		6	80	16	1		219	634
05:30 PM	8	10	4	0		19	4	5	0		8	66	5	0		5	64	15	0		213	415
05:45 PM	10	4	6	0		17	4	9	0		3	44	4	0		1	83	17	0		202	202

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	56	20	24	0		80	20	52	0		36	304	20	0		24	368	80	4		**1088**
Heavy Trucks	0	0	0			4	4	4			8	12	4			0	12	4			**52**
Pedestrians		0					0					0					0				**0**
Bicycles	0	0	0			0	0	0			0	0	0			0	0	0			**0**
Railroad																					
Stopped Buses																					

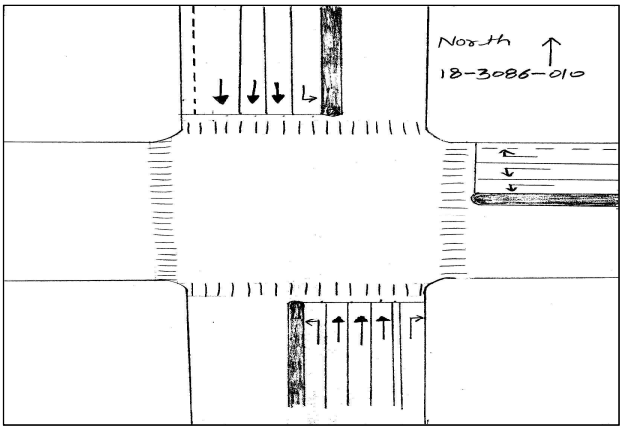
LOCATION: SR 200 & SW 42nd St/43rd St Rd
CITY/STATE: Ocala, FL

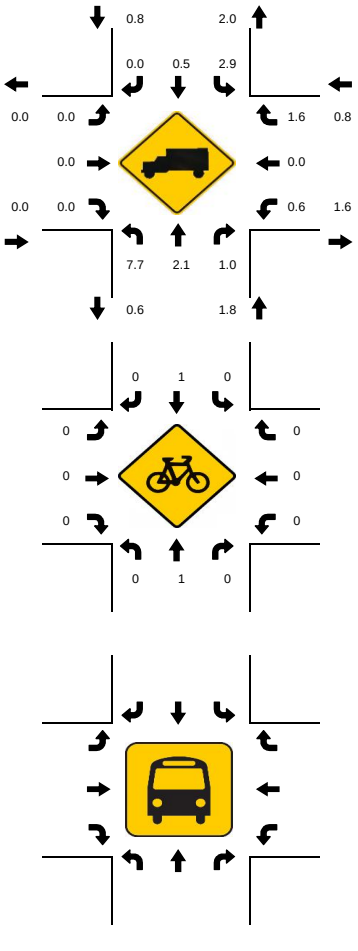
PROJECT ID: 18-03086-010
DATE: 02/20/2018

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM



National Data & Surveying Services





15-Min Count Period Beginning At	SR 200 Northbound					SR 200 Southbound					SW 42nd St/43rd St Rd Eastbound					SW 42nd St/43rd St Rd Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	0	266	91	3	37	39	384	0	3	0	0	0	0	0	0	159	0	50	0	23	995	4267
04:15 PM	0	336	128	4	38	49	425	0	3	0	0	0	0	0	0	126	0	35	0	28	1106	4387
04:30 PM	0	256	98	1	41	52	410	0	1	0	0	0	0	0	0	165	0	61	0	38	1044	4455
04:45 PM	0	373	115	1	33	34	409	0	1	0	0	0	0	0	0	146	0	43	0	17	1122	4558
05:00 PM	0	361	114	5	35	50	403	0	3	0	0	0	0	0	0	134	0	45	0	32	1115	4468
05:15 PM	0	314	127	5	48	62	401	0	4	0	0	0	0	0	0	209	0	52	0	22	1174	3353
05:30 PM	0	316	125	2	36	48	425	0	2	0	0	0	0	0	0	178	0	51	0	33	1147	2179
05:45 PM	0	296	98	3	25	52	401	0	3	0	0	0	0	0	0	140	0	39	0	29	1032	1032
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	0	1492	508	20	192	248	1700	0	16	0	0	0	0	0	0	836	0	208	0	132	**5028**	
Heavy Trucks	0	36	12			20	12	0			0	0	0			8	0	4			**92**	
Pedestrians		0					0					4					0				**4**	
Bicycles	0	4	0			0	4	0			0	0	0			0	0	0			**8**	
Railroad Stopped Buses																						

Appendix D: Signal Timing Worksheets

ID: 107
Name: SW 20th St & 38th Ave
Configuration: Standard

Param	Phs 1	Phs 2	Phs 3	Phs 4	Phs 5	Phs 6	Phs 7	Phs 8	Phs 9	Phs 10	Phs 11	Phs 12	Phs 13	Phs 14	Phs 15	Phs 16
Walk	0	7	0	7	0	7	0	7	0	0	0	0	0	0	0	0
Ped Clearance	0	16	0	22	0	16	0	22	0	0	0	0	0	0	0	0
Min Green	10	20	5	10	10	20	5	10	0	0	0	0	0	0	0	0
Passage	3	4	3	3	3	4	3	3	0	0	0	0	0	0	0	0
Max1	20	45	20	25	20	45	20	25	0	0	0	0	0	0	0	0
Max2	20	65	20	25	20	65	20	25	0	0	0	0	0	0	0	0
Yellow	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	0	0	0	0	0	0	0	0
Red	0	1	0	1	0	1	0	1	0	0	0	0	0	0	0	0
Red Revert	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Added Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reduce By	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Limit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Step	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Startup	RED	GREEN	RED	RED	RED	GREEN	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED
Enable	On	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Entry	Off	Off	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Exit	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act1	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act2	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Lock Call	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Min Recall	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Max Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ped Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Soft Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Dual Entry	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Sim Gap Enable	On	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off	Off
Guar Passage	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Rest In Walk	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Cond Service	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Add Init Calc	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ring	1	1	1	1	2	2	2	2	0	0	0	0	0	0	0	0
Concur 1	5	5	7	7	1	1	3	3	0	0	0	0	0	0	0	0
Concur 2	6	6	8	8	2	2	4	4	0	0	0	0	0	0	0	0
Concur 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

ID: 222
Name: SW 20th St & 31st Ave-
Configuration: Upload

Param	Phs 1	Phs 2	Phs 3	Phs 4	Phs 5	Phs 6	Phs 7	Phs 8	Phs 9	Phs 10	Phs 11	Phs 12	Phs 13	Phs 14	Phs 15	Phs 16
Walk	0	7	0	7	0	7	0	0	0	0	0	0	0	0	0	0
Ped Clearance	0	15	0	14	0	15	0	0	0	0	0	0	0	0	0	0
Min Green	0	15	0	8	5	15	2	2	0	0	0	0	0	0	0	0
Passage	0	4	0	3.5	3.5	4	0	0	0	0	0	0	0	0	0	0
Max1	0	30	0	26	20	30	0	0	0	0	0	0	0	0	0	0
Max2	0	40	0	30	25	40	0	0	0	0	0	0	0	0	0	0
Yellow	0	4.7	0	3.6	3.6	4.7	0	4	0	0	0	0	0	0	0	0
Red	0	2	0	2.4	2	2	0	0	0	0	0	0	0	0	0	0
Red Revert	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Added Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reduce By	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Limit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Step	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Startup	RED	GREEN	RED	RED	RED	GREEN	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED
Enable	Off	On	Off	On	On	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Auto Entry	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Auto Exit	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act1	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act2	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Lock Call	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Min Recall	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Max Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ped Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Soft Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Dual Entry	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Sim Gap Enable	On	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off	Off
Guar Passage	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Rest In Walk	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Cond Service	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Add Init Calc	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ring	1	1	1	1	2	2	2	2	0	0	0	0	0	0	0	0
Concur 1	5	5	7	7	1	1	3	3	0	0	0	0	0	0	0	0
Concur 2	6	6	8	8	2	2	4	4	0	0	0	0	0	0	0	0
Concur 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

ID: 170
Name: SW 27th Ave & SW 20th St (Temp)
Configuration: Standard

Param	Phs 1	Phs 2	Phs 3	Phs 4	Phs 5	Phs 6	Phs 7	Phs 8	Phs 9	Phs 10	Phs 11	Phs 12	Phs 13	Phs 14	Phs 15	Phs 16
Walk	0	7	0	7	0	7	0	7	0	0	0	0	0	0	0	0
Ped Clearance	0	28	0	25	0	18	0	26	0	0	0	0	0	0	0	0
Min Green	7	20	7	7	0	20	0	7	0	0	0	0	0	0	0	0
Passage	3	3	3	3	0	3	0	3	0	0	0	0	0	0	0	0
Max1	30	40	30	40	0	40	0	40	0	0	0	0	0	0	0	0
Max2	25	67	24	34	0	93	0	50	0	0	0	0	0	0	0	0
Yellow	4.7	4.7	4.7	3.6	0	4.7	0	4.7	0	0	0	0	0	0	0	0
Red	0	2	0	3.1	0	2	0	2	0	0	0	0	0	0	0	0
Red Revert	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Added Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reduce By	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Limit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Step	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Startup	RED	GREEN	RED	RED	RED	GREEN	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED
Enable	On	On	On	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Entry	Off	Off	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Exit	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act1	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act2	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Lock Call	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Min Recall	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Max Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ped Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Soft Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Dual Entry	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Sim Gap Enable	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Guar Passage	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Rest In Walk	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Cond Service	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Add Init Calc	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ring	1	1	1	1	2	2	2	2	0	0	0	0	0	0	0	0
Concur 1	5	5	7	7	1	1	3	3	0	0	0	0	0	0	0	0
Concur 2	6	6	8	8	2	2	4	4	0	0	0	0	0	0	0	0
Concur 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

ID: 170
Name: SW 27th Ave & SW 20th St (Temp)
Configuration: Standard

Pattern	Cycle Time	Offset Time	Split Number	Seq Number
Pattern 1	140	118	1	1
Pattern 2	150	16	2	1
Pattern 3	160	30	3	1
Pattern 4	110	93	4	1
Pattern 5	160	146	5	1
Pattern 6	0	0	0	1
Pattern 7	0	0	0	1
Pattern 8	0	0	0	1
Pattern 9	0	0	0	1
Pattern 10	0	0	0	1
Pattern 11	0	0	0	1
Pattern 12	0	0	0	1
Pattern 13	0	0	0	1
Pattern 14	0	0	0	1
Pattern 15	0	0	0	1
Pattern 16	0	0	0	1
Pattern 17	0	0	0	1
Pattern 18	0	0	0	1
Pattern 19	0	0	0	1
Pattern 20	0	0	0	1
Pattern 21	0	0	0	1
Pattern 22	0	0	0	1
Pattern 23	0	0	0	1
Pattern 24	0	0	0	1
Pattern 25	0	0	0	1
Pattern 26	0	0	0	1
Pattern 27	0	0	0	1
Pattern 28	0	0	0	1
Pattern 29	0	0	0	1
Pattern 30	0	0	0	1
Pattern 31	0	0	0	1
Pattern 32	0	0	0	1
Pattern 33	0	0	0	1
Pattern 34	0	0	0	1
Pattern 35	0	0	0	1
Pattern 36	0	0	0	1
Pattern 37	0	0	0	1
Pattern 38	0	0	0	1
Pattern 39	0	0	0	1
Pattern 40	0	0	0	1
Pattern 41	0	0	0	1
Pattern 42	0	0	0	1
Pattern 43	0	0	0	1
Pattern 44	0	0	0	1
Pattern 45	0	0	0	1
Pattern 46	0	0	0	1
Pattern 47	0	0	0	1
Pattern 48	0	0	0	1

Station : 122 - SR 200 & SW 43rd St Rd (Standard File)

Phase [1.1.1]

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Walk		7		7		7		7								
Ped Clearance		27		36		27		40								
Min Green	7	20	7	7	7	20	7	7	5	5	5	5	5	5	5	5
Passage	3	3	3	4	3	3	3	4	1	1	1	1	1	1	1	1
Max1	20	55	30	30	20	55	14	30	25	25	25	25	25	25	25	25
Max2	15	103		18	22	103	24	10	50	50	50	50	50	50	50	50
Yellow	5.2	5.2		4	5.2	5.2	4	4	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Red	2.7	2		3.3	2.8	2	3	3.3	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Red Revert																
Added Initial																
Max Initial																
Time Before Reduce																
Cars Before Reduce																
Time To Reduce																
Reduce By																
Min Gap																
Dynamic Max Limit																
Dynamic Max Step																
Auto Exit		ON				ON										
Rest In Walk		ON				ON										

Phase Option [1.1.2]

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Enable	ON	ON		ON	ON	ON	ON	ON								
Auto Entry				ON			ON	ON								
Non Act1																
Non Act2																
Lock Call	ON	ON			ON	ON			ON	ON	ON	ON	ON	ON	ON	ON
Min Recall		ON				ON										
Max Recall																
Ped Recall																
Soft Recall																
Dual Entry		ON				ON										
Sim Gap Enable		ON		ON		ON		ON	ON	ON	ON	ON	ON	ON	ON	ON
Guar Passage																
Cond Service																
Add Init Calc																

Alternate Phase Program 1, Calls and Redirection [1.1.6.3]

	Entry	Call Phases	From	To	From	To	From	To	From	To	Assigned Ph
1											
2											
3											
4											
5											
6											
7											
8											

Alternate Phase Program 2, Calls and Redirection [1.1.6.3]

	Entry	Call Phases	From	To	From	To	From	To	From	To	Assigned Ph
1											
2											
3											
4											
5											
6											
7											
8											

Alternate Phase Program 1, Interval Times [1.1.6.1]

	Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1											
2											
3											
4											
5											
6											
7											
8											

Alternate Phase Program 2, Interval Times [1.1.6.1]

	Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1											
2											
3											
4											
5											
6											
7											
8											

Prepared By	Date Implemented	Reviewed By	Traffic Engineer

Station : 122 - SR 200 & SW 43rd St Rd (Standard File)

Unit Parameters [1.2.1]

Start	Auto	Back	Red	Cons	Tone	Feat	Phas	Dian	SDL	TS2	Cycl	Max	Max	Max	Enal	Loca	Start	Disa	Yell	Omit	Free

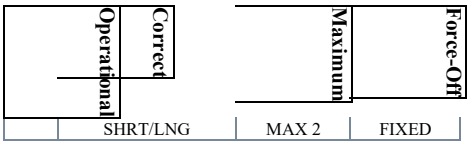
Station : 122 - SR 200 & SW 43rd St Rd (Standard File)

Preemption Times+[3.4]/Overlaps+[3.5]/Options+[3.6]

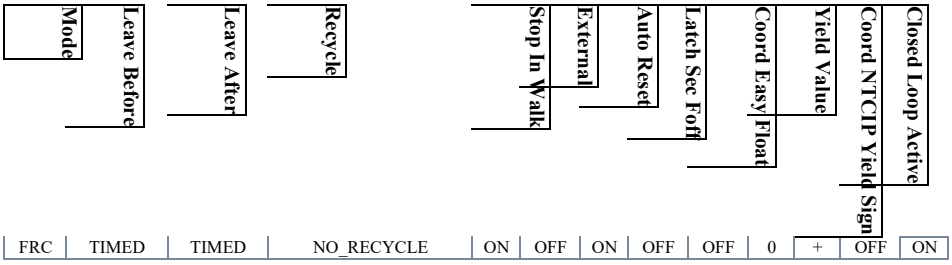
Preempt	1	2	3	4	5	6
Enable						
Type	EMERG	EMERG	EMERG	EMERG	EMERG	EMERG
Skip Track						
Volt Mon Flash						
Coord in Preempt						
Max2						
Return Max/Min	MAX	MAX	MAX	MAX	MAX	MAX
Extend Dwell						
Pattern						
Output Mode	TS2	TS2	TS2	TS2	TS2	TS2
Track Over 1						
Track Over 2						
Track Over 3						
Track Over 4						
Track Over 5						
Track Over 6						
Track Over 7						
Track Over 8						
Track Over 9						
Track Over 10						
Track Over 11						
Track Over 12						
Dwell Over 1						
Dwell Over 2						
Dwell Over 3						
Dwell Over 4						
Dwell Over 5						
Dwell Over 6						
Dwell Over 7						
Dwell Over 8						
Dwell Over 9						
Dwell Over 10						
Dwell Over 11						
Dwell Over 12						
Ped Clear						
Yellow						
Red						
Return Min/Max						
Delay Inh						
Exit Time						
All Red B4						

Coordination, Modes,+ [2.1]

Modes



Modes+



Coordination, Pattern 1-16 [2.1]

Pattern	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Cycle Time	140	150	160	110	160											
Offset Time	66	97	111	91	62											
Split Number	1	2	3	4	5	6	7	8								
Seq Number	1	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Offset	endgrn	endgrn	endgrn	endgrn	endgrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn

Coordination, Pattern 17-32 [2.1]

Pattern	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Cycle Time																
Offset Time																
Split Number																
Seq Number	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Offset	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn

Station : 122 - SR 200 & SW 43rd St Rd (Standard File)

Coordination, Splits [2.7.1]

Split Table 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	17	83		40	20	80	23	17								
Mode	NON	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	18	67		65	22	63	50	15								
Mode	NON	MXP	NON	NON	MAX	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph						ON										

Split Table 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	17	76		67	26	67	52	15								
Mode	NON	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	18	55		37	20	53	22	15								
Mode	NON	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	18	77		65	22	73	50	15								
Mode	NON	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 9	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 10	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 11	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 12	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Station : 122 - SR 200 & SW 43rd St Rd (Standard File)

Split Table 13	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 14	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 15	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 16	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 17	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 18	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 19	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 20	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 22	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 26	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 27	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Station : 122 - SR 200 & SW 43rd St Rd (Standard File)

TB Coor, Advanced Scheduler [4.3]

	Month												Day of Week							Day of Month										1										2										3		
Plan	J	F	M	A	M	J	J	A	S	O	N	D	S	M	T	W	T	F	S	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	Day Plan
1	1	1	1	1	1	1	1	1	1	1	1	1		1	1	1	1	1		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1	1	1	1	1	1	1							1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2
3	1	1	1	1	1	1	1	1	1	1	1	1							1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	3
4																																																	1
5																																																	1
6																																																	1
7																																																	1
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28																																																	1
29																																																	1
30																																																	1
31																																																	1
32																																																	1

TB Coor, Day Plan [4.4]

Day Plan Table 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		6	10	15	18	20	23									
Minute			30		30											
Action	100	1	5	3	1	4	100									

Day Plan Table 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		8	10	18	22											
Minute			30													
Action	100	4	1	4	100											

Day Plan Table 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		7	9	19	23											
Minute		30	30	30												
Action	100	4	5	4	100											

Day Plan Table 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Appendix E: Intersection Volume Development Worksheets

INTERSECTION VOLUME DEVELOPMENT
SW 43rd Ct @ SW 20th St
AM Peak Hour

Case	SW 43rd Ct Northbound			SW 44th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	0	0	0	24	0	59	100	575	0	0	325	45
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	0	0	0	24	0	60	101	581	0	0	328	45
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	0	0	0	31	0	77	130	747	0	0	421	58
Reserved Trips												
Heathbrook (remaining unbuilt)	0	0	0	0	0	0	0	3	0	0	4	0
Trinity Lane/Red Oak PUD	0	0	0	0	0	0	0	10	0	0	11	0
Grand Oaks Town Center remaining	0	0	0	0	0	0	0	1	0	0	1	0
Broadmoor Oaks	0	0	0	0	0	0	0	2	0	0	2	0
Paddock Ridge East	0	0	0	0	0	0	0	2	0	0	1	0
Paddock Ridge West	0	0	0	0	0	0	0	5	0	0	1	0
On Top of the World	0	0	0	0	0	0	0	55	0	0	28	0
Winding Oaks PD	0	0	0	0	0	3	2	0	0	0	0	0
Country Green PD	0	0	0	0	0	12	21	94	0	0	54	0
Reserved Trips	0	0	0	0	0	15	23	172	0	0	102	0
2037 Non-Project Traffic (Prior to adjustment for SW 44th Ave Construction)	0	0	0	31	0	92	153	919	0	0	523	58
SW 44th Avenue Adjustment												
Adjusted Approach Volume		580			410			1070			490	
Approach Percent Turns	25%	50%	25%	15%	50%	35%	10%	65%	25%	15%	80%	5%
2037 Projected Background (Non-Project) Traffic Volumes	145	290	145	62	205	144	107	696	268	74	392	25
Project Traffic												
Project Assignment	17.3%	9.9%	20.6%	0.0%	12.1%	0.0%	7.4%	6.2%	16.3%	27.2%	0.0%	0.0%
	OUT	OUT	OUT	--	IN	--	OUT	OUT	IN	IN	--	--
Project Traffic (Net New Trips)	37	21	44	0	23	0	16	13	31	52	0	0
Pass-By Traffic	11	0	0	0	0	0	0	0	0	11	-11	0
Total Build-Out Volumes	193	311	189	62	228	144	123	709	299	137	381	25

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 44th Ave @ SW 20th St
PM Peak Hour

Case	SW 44th Ave Northbound			SW 44th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	0	0	0	65	0	115	32	445	0	3	604	21
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	0	0	0	66	0	116	32	449	0	3	610	21
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	0	0	0	85	0	149	41	577	0	4	784	27
Reserved Trips												
Heathbrook (remaining unbuilt)	0	0	0	0	0	0	0	9	0	0	9	0
Trinity Lane/Red Oak PUD	0	0	0	0	0	0	0	13	0	0	14	0
Grand Oaks Town Center remaining	0	0	0	0	0	0	0	0	0	0	0	0
Broadmoor Oaks	0	0	0	0	0	0	0	0	0	0	0	0
Paddock Ridge East	0	0	0	0	0	0	0	1	0	0	3	0
Paddock Ridge West	0	0	0	0	0	0	0	3	0	0	7	0
On Top of the World	0	0	0	0	0	0	0	56	0	0	82	0
Winding Oaks PD	0	0	0	0	0	8	9	0	0	0	0	0
Reserved Trips	0	0	0	0	0	8	9	82	0	0	115	0
2037 Non-Project Traffic (Prior to adjustment for SW 44th Ave Construction)	0	0	0	85	0	157	50	659	0	4	899	27
SW 44th Avenue Adjustment												
Adjusted Approach Volume		570			590			770			780	
Approach Percent Turns	25%	50%	25%	15%	50%	35%	10%	65%	25%	15%	80%	5%
2037 Projected Background (Non-Project) Traffic Volumes	143	285	143	89	295	207	77	501	193	117	624	39
Project Traffic												
Project Assignment	17.3% OUT	9.9% OUT	20.6% OUT	0.0% --	12.1% IN	0.0% --	7.4% OUT	6.2% OUT	16.3% IN	27.2% IN	0.0% --	0.0% --
Project Traffic (Net New Trips)	42	24	50	0	29	0	18	15	39	65	0	0
Pass-By Traffic	18	0	0	0	0	0	0	0	0	18	-18	0
Total Build-Out Volumes	203	309	193	89	324	207	95	516	232	200	606	39

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 38th Ave @ SW 20th St
AM Peak Hour

Case	SW 38th Ave Northbound			SW 38th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	38	73	159	57	24	18	35	551	32	79	308	130
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	38	74	161	58	24	18	35	557	32	80	311	131
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	49	95	207	75	31	23	45	716	41	103	400	168
Reserved Trips												
Heathbrook (remaining unbuilt)	4	2	6	0	1	0	0	0	3	4	0	0
Trinity Lane/Red Oak PUD	5	21	5	0	21	0	0	0	5	5	0	0
Grand Oaks Town Center remaining	1	1	1	0	1	0	0	0	1	1	0	0
Broadmoor Oaks	2	9	35	0	11	0	0	0	2	42	0	0
Paddock Ridge East	1	0	0	0	0	0	0	0	2	0	0	0
Paddock Ridge West	1	0	0	0	0	0	0	0	5	0	0	0
On Top of the World	0	0	0	0	0	9	18	36	0	0	19	0
Winding Oaks PD	0	2	0	0	3	0	0	0	0	0	0	0
Country Green PD	0	0	0	0	0	9	16	76	0	0	44	0
Reserved Trips	14	35	47	0	37	18	34	112	18	52	63	0
2037 Non-Project Traffic (Prior to adjustment for SW 44th Ave Construction)	63	130	254	75	68	41	79	828	59	155	463	168
SW 44th Avenue Adjustment												
Adjusted Approach Volume		290			150			970			750	
Approach Percent Turns	15%	30%	55%	45%	40%	15%	5%	85%	10%	15%	75%	10%
2037 Projected Background (Non-Project) Traffic Volumes	44	87	160	68	60	23	49	825	97	113	563	75
Project Traffic												
Project Assignment	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	6.0%	29.0%	0.0%	0.0%	29.0%	0.0%
	--	--	--	--	--	IN	OUT	OUT	--	--	IN	--
Project Traffic (Net New Trips)	0	0	0	0	0	9	16	76	0	0	44	0
Total Build-Out Volumes	44	87	160	68	60	32	65	901	97	113	607	75

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 38th Ave @ SW 20th St
PM Peak Hour

Case	SW 38th Ave Northbound			SW 38th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	44	51	136	185	114	44	10	368	45	151	569	58
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	44	52	137	187	115	44	10	372	45	153	575	59
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	57	67	176	240	148	57	13	478	58	197	739	76
Reserved Trips												
Heathbrook (remaining unbuilt)	1	1	14	0	2	0	0	0	2	13	0	0
Trinity Lane/Red Oak PUD	7	28	7	0	26	0	0	0	7	7	0	0
Grand Oaks Town Center remaining	1	1	1	0	1	0	0	0	1	1	0	0
Broadmoor Oaks	5	13	46	0	10	0	0	0	4	37	0	0
Paddock Ridge East	3	0	0	0	0	0	0	0	1	0	0	0
Paddock Ridge West	7	0	0	0	0	0	0	0	3	0	0	0
On Top of the World	0	0	0	0	0	20	14	28	0	0	41	0
Winding Oaks PD	0	9	0	0	8	0	0	0	0	0	0	0
Reserved Trips	24	52	68	0	47	20	14	28	18	58	41	0
2037 Non-Project Traffic (Prior to adjustment for SW 44th Ave Construction)	81	119	244	240	195	77	27	506	76	255	780	76
SW 44th Avenue Adjustment												
Adjusted Approach Volume		290			410			520			1,060	
Approach Percent Turns	15%	30%	55%	45%	40%	15%	5%	85%	10%	15%	75%	10%
2037 Projected Background (Non-Project) Traffic Volumes	44	87	160	185	164	62	26	442	52	159	795	106
Project Traffic												
Project Assignment	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	6.0%	21.0%	0.0%	0.0%	21.0%	0.0%
	--	--	--	--	--	IN	OUT	OUT	--	--	IN	--
Project Traffic (Net New Trips)	0	0	0	0	0	14	15	51	0	0	50	0
Total Build-Out Volumes	44	87	160	185	164	76	41	493	52	159	845	106

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
College of Central FL @ SW 20th St
PM Peak Hour

Case	College of Central FL Northbound			SW 31st Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	44	48	92	59	72	78	29	468	49	84	452	60
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	44	48	93	60	73	79	29	473	49	85	457	61
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	57	62	120	77	94	102	37	608	63	109	587	78
Reserved Trips												
Heathbrook (remaining unbuilt)	0	0	0	0	0	0	0	17	0	0	14	0
Trinity Lane/Red Oak PUD	0	0	0	0	0	0	0	7	0	0	7	0
Grand Oaks Town Center remaining	0	0	0	0	0	0	0	1	0	0	1	0
Broadmoor Oaks	0	0	0	0	0	0	0	46	0	0	37	0
Paddock Ridge East	0	0	0	0	0	0	0	0	0	0	0	0
Paddock Ridge West	0	0	0	0	0	0	0	0	0	0	0	0
On Top of the World	0	0	0	0	0	0	0	14	0	0	20	0
Winding Oaks PD	0	0	0	0	0	0	0	0	0	0	0	0
Reserved Trips	0	0	0	0	0	0	0	85	0	0	79	0
2037 Non-Project Traffic	57	62	120	77	94	102	37	693	63	109	666	78
Project Traffic												
Project Assignment	0.0%	0.0%	0.0%	0.0%	0.0%	1.0%	1.0%	12.0%	0.0%	0.0%	12.0%	0.0%
	--	--	--	--	--	IN	OUT	OUT	--	--	IN	--
Project Traffic (Net New Trips)	0	0	0	0	0	2	2	29	0	0	29	0
Total Build-Out Volumes	57	62	120	77	94	104	39	722	63	109	695	78

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0.123583 0.088435

Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 27th Ave @ SW 20th St
PM Peak Hour

Case	SW 27th Ave Northbound			SW 27th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	186	511	17	50	580	214	214	263	216	13	210	59
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	188	516	17	51	586	216	216	266	218	13	212	60
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	242	663	22	66	753	278	278	342	280	17	272	77
Reserved Trips												
Heathbrook (remaining unbuilt)	14	43	0	0	61	0	0	0	20	0	0	0
Trinity Lane/Red Oak PUD	14	56	0	0	53	0	0	0	13	0	0	0
Grand Oaks Town Center remaining	2	8	0	0	9	0	0	0	2	0	0	0
Broadmoor Oaks	5	17	0	0	9	0	0	0	2	0	0	0
Paddock Ridge East	0	3	0	0	1	0	0	0	0	0	0	0
Paddock Ridge West	1	7	0	0	3	0	0	0	0	0	0	0
On Top of the World	0	0	0	0	0	0	0	7	0	0	10	0
Winding Oaks PD	0	9	0	0	8	0	0	0	0	0	0	0
Reserved Trips	36	143	0	0	144	0	0	7	37	0	10	0
2037 Non-Project Traffic	278	806	22	66	897	278	278	349	317	17	282	77
Project Traffic												
Project Assignment	1.0%	0.0%	0.0%	0.0%	0.0%	4.0%	4.0%	7.0%	1.0%	0.0%	7.0%	0.0%
	IN	--	--	--	--	IN	OUT	OUT	OUT	--	IN	--
Project Traffic (Net New Trips)	2	0	0	0	0	10	10	17	2	0	17	0
Total Build-Out Volumes	280	806	22	66	897	288	288	366	319	17	299	77

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 44th Ave @ SW 40th St
PM Peak Hour

Case	SW 44th Ave Northbound			SW 44th Ave Southbound			SW 40th St Eastbound			SW 40th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	36	14	18	52	17	31	30	267	16	15	332	58
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	36	14	18	53	17	31	30	270	16	15	335	59
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	46	18	23	68	22	40	39	347	21	19	430	76
Reserved Trips												
Heathbrook (remaining unbuilt)	0	0	0	0	0	0	0	19	0	0	13	0
Trinity Lane/Red Oak PUD	0	0	0	0	0	0	0	13	0	0	14	0
Grand Oaks Town Center remaining	0	0	0	7	0	0	0	8	0	0	6	6
Broadmoor Oaks	0	0	0	0	0	0	0	19	0	0	23	0
Paddock Ridge East	0	0	0	0	0	0	0	0	0	0	1	0
Paddock Ridge West	0	0	0	0	0	0	0	1	0	0	2	1
On Top of the World	0	0	0	0	0	0	0	28	0	0	41	0
Winding Oaks PD	0	0	0	8	0	0	0	0	0	0	0	9
Reserved Trips	0	0	0	15	0	0	0	88	0	0	100	16
2037 Non-Project Traffic (Prior to adjustment for SW 44th Ave Construction)	46	18	23	83	22	40	39	435	21	19	530	92
SW 44th Avenue Adjustment												
Adjusted Approach Volume	740	740	740	700	700	700	570	570	570	640	640	640
Approach Percent Turns	25%	60%	15%	15%	60%	25%	15%	50%	35%	15%	60%	25%
2037 Projected Background (Non-Project) Traffic Volumes	185	444	111	105	420	175	86	285	200	96	384	160
Project Traffic												
Project Assignment	0.0%	31.0%	0.0%	5.0%	31.0%	2.0%	2.0%	0.0%	0.0%	0.0%	0.0%	5.0%
	--	IN	--	OUT	OUT	OUT	IN	--	--	--	--	IN
Project Traffic (Net New Trips)	0	74	0	12	75	5	5	0	0	0	0	12
Total Build-Out Volumes	185	518	111	117	495	180	91	285	200	96	384	172

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 43rd St Rd @ SR 200
PM Peak Hour

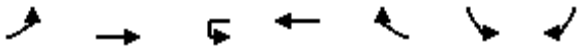
Case	SW 43rd St Rd Northbound			SW 44th Avenue Southbound			SR 200 Eastbound			SR 200 Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	667	0	191	0	0	0	13	1,364	481	204	1,638	0
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	674	0	193	0	0	0	13	1,378	486	206	1,654	0
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	866	0	248	0	0	0	17	1,771	625	265	2,125	0
Reserved Trips												
Heathbrook (remaining unbuilt)	38	0	0	0	0	0	0	214	27	0	198	0
Trinity Lane/Red Oak PUD	108	0	54	0	0	0	0	0	102	51	0	0
Grand Oaks Town Center remaining	24	0	14	0	0	0	0	0	25	15	0	0
Broadmoor Oaks	0	0	16	0	0	0	0	24	0	19	29	0
Paddock Ridge East	18	0	8	0	0	0	0	0	8	4	0	0
Paddock Ridge West	49	0	22	0	0	0	0	0	18	8	0	0
On Top of the World	16	0	0	0	0	0	0	75	11	0	110	0
Winding Oaks PD	25	0	0	0	0	0	0	152	28	0	131	0
Reserved Trips	278	0	114	0	0	0	0	465	219	97	468	0
2037 Non-Project Traffic (Prior to adjustment for SW 44th Ave Construction)	1,144	0	362	0	0	0	17	2,236	844	362	2,593	0
SW 44th Avenue Volume Adjustment												
Adjusted Approach Volume		1,510		790	790	790	2,630	2,630	2,630	2,510	2,510	2,510
Approach Percent Turns	30%	50%	20%	15%	65%	20%	10%	65%	25%	10%	80%	8%
2037 Projected Background (Non-Project) Traffic Volumes	453	755	302	119	514	158	263	1,710	658	251	2,008	201
Project Traffic												
Project Assignment	0.0%	19.0%	0.0%	4.0%	19.0%	8.0%	8.0%	0.0%	0.0%	0.0%	0.0%	4.0%
	--	IN	--	OUT	OUT	OUT	IN	--	--	--	--	IN
Project Traffic (Net New Trips)	0	45	0	10	46	19	19	0	0	0	0	10
Total Build-Out Volumes	453	800	302	129	560	177	282	1,710	658	251	2,008	211

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

Appendix F: Synchro Output

PM Peak Hour Existing Traffic Conditions



Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	32	449	0	610	21	66	116
Future Volume (vph)	32	449	0	610	21	66	116
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	1%	1%	1%	1%	1%	2%	2%
Adj. Flow (vph)	35	493	0	670	23	73	127
Shared Lane Traffic (%)							
Lane Group Flow (vph)	35	493	0	693	0	73	127
Sign Control		Free		Free		Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	2.7

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	32	449	0	610	21	66	116
Future Vol, veh/h	32	449	0	610	21	66	116
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	250	-	250	-	-	0	0
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91
Heavy Vehicles, %	1	1	1	1	1	2	2
Mvmt Flow	35	493	0	670	23	73	127

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	693	0	360	-	0	999	347
Stage 1	-	-	-	-	-	682	-
Stage 2	-	-	-	-	-	317	-
Critical Hdwy	4.12	-	6.42	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.21	-	2.51	-	-	3.52	3.32
Pot Cap-1 Maneuver	905	-	853	-	-	240	649
Stage 1	-	-	-	-	-	464	-
Stage 2	-	-	-	-	-	711	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	905	-	853	-	-	231	649
Mov Cap-2 Maneuver	-	-	-	-	-	231	-
Stage 1	-	-	-	-	-	464	-
Stage 2	-	-	-	-	-	684	-

Approach	EB	WB	SB
HCM Control Delay, s	0.6	0	17.6
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	905	-	853	-	-	231	649
HCM Lane V/C Ratio	0.039	-	-	-	-	0.314	0.196
HCM Control Delay (s)	9.1	-	0	-	-	27.6	11.9
HCM Lane LOS	A	-	A	-	-	D	B
HCM 95th %tile Q(veh)	0.1	-	0	-	-	1.3	0.7

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	10	372	45	153	575	59	44	52	137	187	115	44
Future Volume (vph)	10	372	45	153	575	59	44	52	137	187	115	44
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	12	438	53	180	676	69	52	61	161	220	135	52
Shared Lane Traffic (%)												
Lane Group Flow (vph)	12	438	53	180	745	0	52	222	0	220	135	52
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	10.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	16.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	20.0	65.0	65.0	20.0	65.0		20.0	25.0		20.0	25.0	25.0
Total Split (%)	15.4%	50.0%	50.0%	15.4%	50.0%		15.4%	19.2%		15.4%	19.2%	19.2%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.04	0.69	0.08	0.43	0.84		0.16	0.71		0.66	0.32	0.11
Control Delay	11.6	33.7	0.3	15.6	34.9		29.2	41.0		39.7	41.4	0.5
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	11.6	33.7	0.3	15.6	34.9		29.2	41.0		39.7	41.4	0.5
Queue Length 50th (ft)	3	239	0	58	356		19	75		91	67	0
Queue Length 95th (ft)	12	334	0	93	649		59	181		#221	154	0
Internal Link Dist (ft)		2796			3003			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	338	1151	1030	443	1137		430	389		350	431	469
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.04	0.38	0.05	0.41	0.66		0.12	0.57		0.63	0.31	0.11

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 100.4
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	10	372	45	153	575	59	44	52	137	187	115	44
Future Volume (veh/h)	10	372	45	153	575	59	44	52	137	187	115	44
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1900	1845	1845	1900	1863	1863	1863
Adj Flow Rate, veh/h	12	438	21	180	676	65	52	61	105	220	135	20
Adj No. of Lanes	1	1	1	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	1	1	1	1	1	1	3	3	3	2	2	2
Cap, veh/h	199	727	618	447	779	75	294	75	130	328	391	332
Arrive On Green	0.03	0.39	0.39	0.10	0.46	0.46	0.04	0.12	0.12	0.12	0.21	0.21
Sat Flow, veh/h	1792	1881	1599	1792	1690	163	1757	610	1050	1774	1863	1583
Grp Volume(v), veh/h	12	438	21	180	0	741	52	0	166	220	135	20
Grp Sat Flow(s),veh/h/ln	1792	1881	1599	1792	0	1853	1757	0	1659	1774	1863	1583
Q Serve(g_s), s	0.4	17.9	0.8	5.3	0.0	34.6	2.5	0.0	9.4	10.0	5.9	1.0
Cycle Q Clear(g_c), s	0.4	17.9	0.8	5.3	0.0	34.6	2.5	0.0	9.4	10.0	5.9	1.0
Prop In Lane	1.00		1.00	1.00		0.09	1.00		0.63	1.00		1.00
Lane Grp Cap(c), veh/h	199	727	618	447	0	854	294	0	205	328	391	332
V/C Ratio(X)	0.06	0.60	0.03	0.40	0.00	0.87	0.18	0.00	0.81	0.67	0.35	0.06
Avail Cap(c_a), veh/h	403	1147	975	518	0	1129	475	0	322	359	391	332
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.6	23.6	18.4	15.4	0.0	23.3	34.8	0.0	41.1	30.2	32.4	30.5
Incr Delay (d2), s/veh	0.1	0.8	0.0	0.6	0.0	5.8	0.3	0.0	8.1	4.2	0.5	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	9.4	0.3	2.6	0.0	18.9	1.2	0.0	4.8	5.2	3.1	0.4
LnGrp Delay(d),s/veh	20.7	24.4	18.4	16.0	0.0	29.1	35.1	0.0	49.2	34.4	32.9	30.5
LnGrp LOS	C	C	B	B		C	D		D	C	C	C
Approach Vol, veh/h		471			921			218			375	
Approach Delay, s/veh		24.1			26.5			45.8			33.7	
Approach LOS		C			C			D			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	9.0	50.7	18.3	18.2	16.2	43.5	10.1	26.5
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	13.7	58.7	13.7	18.7	13.7	58.7	13.7	18.7
Max Q Clear Time (g_c+I1), s	2.4	36.6	12.0	11.4	7.3	19.9	4.5	7.9
Green Ext Time (p_c), s	0.0	7.8	0.1	0.5	0.2	9.1	0.1	1.3

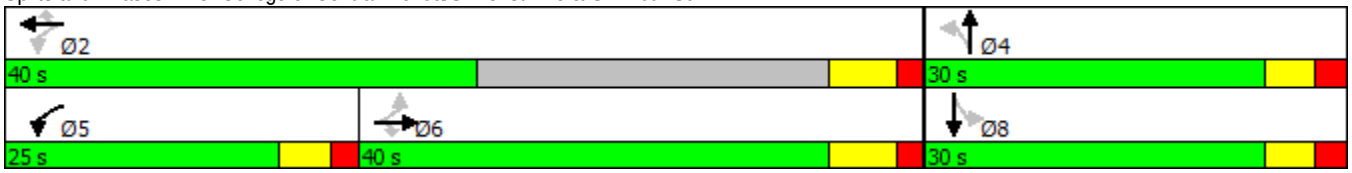
Intersection Summary	
HCM 2010 Ctrl Delay	29.4
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	29	473	49	85	457	61	44	48	93	60	73	79
Future Volume (vph)	29	473	49	85	457	61	44	48	93	60	73	79
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	34	550	57	99	531	71	51	56	108	70	85	92
Shared Lane Traffic (%)												
Lane Group Flow (vph)	34	550	57	99	531	71	51	164	0	70	177	0
Turn Type	Perm	NA	Perm	pm+pt	NA	Perm	Perm	NA		Perm	NA	
Protected Phases		6		5	2			4			8	
Permitted Phases	6		6	2		2	4			8		
Detector Phase	6	6	6	5	2	2	4	4		8	8	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	5.0	15.0	15.0	8.0	8.0		8.0	8.0	
Minimum Split (s)	28.7	28.7	28.7	10.6	28.7	28.7	27.0	27.0		27.0	27.0	
Total Split (s)	40.0	40.0	40.0	25.0	40.0	40.0	30.0	30.0		30.0	30.0	
Total Split (%)	42.1%	42.1%	42.1%	26.3%	42.1%	42.1%	31.6%	31.6%		31.6%	31.6%	
Yellow Time (s)	4.7	4.7	4.7	3.6	4.7	4.7	3.6	3.6		3.6	3.6	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.4	2.4		2.4	2.4	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.7	6.7	6.7	5.6	6.7	6.7	6.0	6.0		6.0	6.0	
Lead/Lag	Lag	Lag	Lag	Lead								
Lead-Lag Optimize?	Yes	Yes	Yes	Yes								
Recall Mode	Min	Min	Min	None	Min	Min	None	None		None	None	
v/c Ratio	0.10	0.72	0.08	0.22	0.48	0.07	0.23	0.42		0.31	0.49	
Control Delay	13.5	22.4	1.3	5.7	8.3	1.7	27.7	15.8		29.3	23.5	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	13.5	22.4	1.3	5.7	8.3	1.7	27.7	15.8		29.3	23.5	
Queue Length 50th (ft)	8	168	0	12	88	0	17	21		23	41	
Queue Length 95th (ft)	25	299	6	29	164	12	49	72		62	103	
Internal Link Dist (ft)		3003			1127			192			432	
Turn Bay Length (ft)	150		150	350		200	200			150		
Base Capacity (vph)	528	1130	1000	745	1702	1454	526	789		526	774	
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Reduced v/c Ratio	0.06	0.49	0.06	0.13	0.31	0.05	0.10	0.21		0.13	0.23	

Intersection Summary

Cycle Length: 95
Actuated Cycle Length: 59.7
Natural Cycle: 70
Control Type: Actuated-Uncoordinated

Splits and Phases: 5: College of Central Florida/SW 31st Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	29	473	49	85	457	61	44	48	93	60	73	79
Future Volume (veh/h)	29	473	49	85	457	61	44	48	93	60	73	79
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1881	1881	1881	1900	1863	1863	1900
Adj Flow Rate, veh/h	34	550	38	99	531	57	51	56	81	70	85	69
Adj No. of Lanes	1	1	1	1	1	1	1	1	0	1	1	0
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	1	1	1	1	1	1	1	1	1	2	2	2
Cap, veh/h	467	759	645	389	1084	921	272	134	194	284	184	149
Arrive On Green	0.40	0.40	0.40	0.07	0.58	0.58	0.19	0.19	0.19	0.19	0.19	0.19
Sat Flow, veh/h	833	1881	1599	1792	1881	1599	1240	696	1007	1247	953	773
Grp Volume(v), veh/h	34	550	38	99	531	57	51	0	137	70	0	154
Grp Sat Flow(s),veh/h/ln	833	1881	1599	1792	1881	1599	1240	0	1703	1247	0	1726
Q Serve(g_s), s	1.4	13.6	0.8	1.6	9.2	0.9	2.1	0.0	3.9	2.9	0.0	4.3
Cycle Q Clear(g_c), s	1.4	13.6	0.8	1.6	9.2	0.9	6.4	0.0	3.9	6.8	0.0	4.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.59	1.00		0.45
Lane Grp Cap(c), veh/h	467	759	645	389	1084	921	272	0	329	284	0	333
V/C Ratio(X)	0.07	0.72	0.06	0.25	0.49	0.06	0.19	0.00	0.42	0.25	0.00	0.46
Avail Cap(c_a), veh/h	635	1138	968	893	1138	968	574	0	743	587	0	753
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	10.2	13.8	10.0	9.5	6.9	5.1	22.5	0.0	19.5	22.4	0.0	19.7
Incr Delay (d2), s/veh	0.1	1.3	0.0	0.3	0.3	0.0	0.3	0.0	0.8	0.4	0.0	1.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	7.3	0.4	0.8	4.8	0.4	0.7	0.0	1.9	1.0	0.0	2.1
LnGrp Delay(d),s/veh	10.3	15.2	10.1	9.8	7.2	5.2	22.8	0.0	20.3	22.9	0.0	20.7
LnGrp LOS	B	B	B	A	A	A	C		C	C		C
Approach Vol, veh/h		622			687			188			224	
Approach Delay, s/veh		14.6			7.4			21.0			21.4	
Approach LOS		B			A			C			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		8
Phs Duration (G+Y+Rc), s		38.4		16.6	9.5	28.9		16.6
Change Period (Y+Rc), s		6.7		6.0	5.6	6.7		6.0
Max Green Setting (Gmax), s		33.3		24.0	19.4	33.3		24.0
Max Q Clear Time (g_c+I1), s		11.2		8.4	3.6	15.6		8.8
Green Ext Time (p_c), s		7.3		1.9	0.2	6.6		1.9

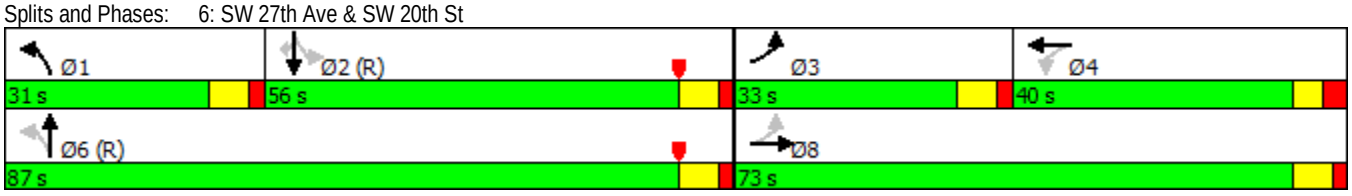
Intersection Summary	
HCM 2010 Ctrl Delay	13.3
HCM 2010 LOS	B

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	216	266	218	13	212	60	188	516	17	51	586	216
Future Volume (vph)	216	266	218	13	212	60	188	516	17	51	586	216
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	230	283	232	14	226	64	200	549	18	54	623	230
Shared Lane Traffic (%)												
Lane Group Flow (vph)	230	515	0	14	290	0	200	567	0	54	623	230
Turn Type	pm+pt	NA		Perm	NA		pm+pt	NA		Perm	NA	Perm
Protected Phases	3	8			4		1	6			2	
Permitted Phases	8			4			6			2		2
Detector Phase	3	8		4	4		1	6		2	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	20.0		20.0	20.0	20.0
Minimum Split (s)	13.7	20.0		20.0	20.0		13.7	26.7		26.7	26.7	26.7
Total Split (s)	33.0	73.0		40.0	40.0		31.0	87.0		56.0	56.0	56.0
Total Split (%)	20.6%	45.6%		25.0%	25.0%		19.4%	54.4%		35.0%	35.0%	35.0%
Yellow Time (s)	4.7	4.7		3.6	3.6		4.7	4.7		4.7	4.7	4.7
All-Red Time (s)	2.0	2.0		3.1	3.1		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.7	6.7		6.7	6.7		6.7	6.7		6.7	6.7	6.7
Lead/Lag	Lead			Lag	Lag		Lead			Lag	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes		Yes			Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max		C-Max	C-Max	C-Max
v/c Ratio	0.76	0.81		0.12	0.86		0.47	0.29		0.15	0.41	0.28
Control Delay	53.7	53.8		54.9	85.1		22.5	19.6		34.3	34.7	5.0
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	53.7	53.8		54.9	85.1		22.5	19.6		34.3	34.7	5.0
Queue Length 50th (ft)	177	457		12	288		102	159		35	237	0
Queue Length 95th (ft)	231	557		35	393		170	225		80	343	62
Internal Link Dist (ft)		941			462			544			1105	
Turn Bay Length (ft)	350			200			300			350		400
Base Capacity (vph)	353	744		140	389		502	1987		354	1535	818
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	0.65	0.69		0.10	0.75		0.40	0.29		0.15	0.41	0.28

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 30 (19%), Referenced to phase 2:SBTL and 6:NBTL, Start of Yellow
Natural Cycle: 75
Control Type: Actuated-Coordinated

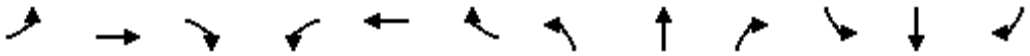
Splits and Phases: 6: SW 27th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	216	266	218	13	212	60	188	516	17	51	586	216
Future Volume (veh/h)	216	266	218	13	212	60	188	516	17	51	586	216
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1900	1900	1900	1863	1863	1900	1881	1881	1881
Adj Flow Rate, veh/h	230	283	211	14	226	54	200	549	17	54	623	124
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	1	1	1	0	0	0	2	2	2	1	1	1
Cap, veh/h	288	337	251	114	264	63	424	2032	63	441	1664	745
Arrive On Green	0.12	0.34	0.34	0.18	0.18	0.18	0.07	0.58	0.58	0.47	0.47	0.47
Sat Flow, veh/h	1792	1002	747	917	1483	354	1774	3505	108	850	3574	1599
Grp Volume(v), veh/h	230	0	494	14	0	280	200	277	289	54	623	124
Grp Sat Flow(s),veh/h/ln	1792	0	1749	917	0	1837	1774	1770	1844	850	1787	1599
Q Serve(g_s), s	16.3	0.0	41.8	2.3	0.0	23.7	9.1	12.5	12.5	5.8	18.0	7.2
Cycle Q Clear(g_c), s	16.3	0.0	41.8	18.7	0.0	23.7	9.1	12.5	12.5	5.8	18.0	7.2
Prop In Lane	1.00		0.43	1.00		0.19	1.00		0.06	1.00		1.00
Lane Grp Cap(c), veh/h	288	0	589	114	0	327	424	1026	1069	441	1664	745
V/C Ratio(X)	0.80	0.00	0.84	0.12	0.00	0.86	0.47	0.27	0.27	0.12	0.37	0.17
Avail Cap(c_a), veh/h	373	0	725	142	0	382	565	1026	1069	441	1664	745
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	46.6	0.0	49.1	69.4	0.0	63.8	20.0	16.8	16.8	24.4	27.7	24.8
Incr Delay (d2), s/veh	9.1	0.0	7.3	0.5	0.0	15.5	0.8	0.6	0.6	0.6	0.6	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.8	0.0	21.4	0.6	0.0	13.5	4.5	6.3	6.5	1.4	9.1	3.3
LnGrp Delay(d),s/veh	55.7	0.0	56.3	69.9	0.0	79.3	20.8	17.4	17.4	25.0	28.3	25.2
LnGrp LOS	E		E	E		E	C	B	B	C	C	C
Approach Vol, veh/h		724			294			766			801	
Approach Delay, s/veh		56.1			78.9			18.3			27.6	
Approach LOS		E			E			B			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4		6		8
Phs Duration (G+Y+Rc), s	18.3	81.2	25.4	35.1		99.5		60.5
Change Period (Y+Rc), s	6.7	6.7	6.7	6.7		6.7		6.7
Max Green Setting (Gmax), s	24.3	49.3	26.3	33.3		80.3		66.3
Max Q Clear Time (g_c+I1), s	11.1	20.0	18.3	25.7		14.5		43.8
Green Ext Time (p_c), s	0.4	9.0	0.4	2.8		10.1		4.7

Intersection Summary	
HCM 2010 Ctrl Delay	38.7
HCM 2010 LOS	D



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	30	270	16	15	335	59	36	14	18	53	17	31
Future Volume (vph)	30	270	16	15	335	59	36	14	18	53	17	31
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	4%	4%	4%	2%	2%	2%	0%	0%	0%	4%	4%	4%
Adj. Flow (vph)	31	278	16	15	345	61	37	14	19	55	18	32
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	325	0	0	421	0	0	70	0	0	105	0
Sign Control		Stop			Stop			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Intersection Delay, s/veh	12.5
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	30	270	16	15	335	59	36	14	18	53	17	31
Future Vol, veh/h	30	270	16	15	335	59	36	14	18	53	17	31
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles, %	4	4	4	2	2	2	0	0	0	4	4	4
Mvmt Flow	31	278	16	15	345	61	37	14	19	55	18	32
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	12.2	13.7	9.7	10.1
HCM LOS	B	B	A	B

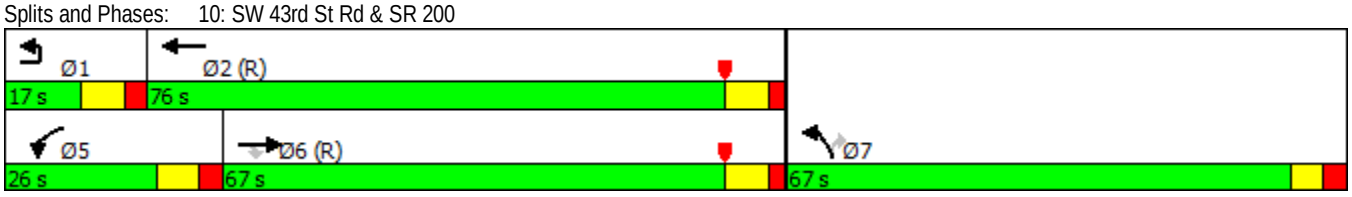
Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	53%	9%	4%	52%
Vol Thru, %	21%	85%	82%	17%
Vol Right, %	26%	5%	14%	31%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	68	316	409	101
LT Vol	36	30	15	53
Through Vol	14	270	335	17
RT Vol	18	16	59	31
Lane Flow Rate	70	326	422	104
Geometry Grp	1	1	1	1
Degree of Util (X)	0.115	0.456	0.554	0.169
Departure Headway (Hd)	5.884	5.041	4.842	5.847
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	611	720	751	615
Service Time	3.907	3.041	2.842	3.868
HCM Lane V/C Ratio	0.115	0.453	0.562	0.169
HCM Control Delay	9.7	12.2	13.7	10.1
HCM Lane LOS	A	B	B	B
HCM 95th-tile Q	0.4	2.4	3.4	0.6

Lane Group	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations							
Traffic Volume (vph)	13	1378	486	206	1654	674	193
Future Volume (vph)	13	1378	486	206	1654	674	193
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	1%
Adj. Flow (vph)	13	1421	501	212	1705	695	199
Shared Lane Traffic (%)							
Lane Group Flow (vph)	13	1421	501	212	1705	695	199
Turn Type	Prot	NA	Perm	Prot	NA	Prot	Perm
Protected Phases	1	6		5	2	7	
Permitted Phases			6				7
Detector Phase	1	6	6	5	2	7	7
Switch Phase							
Minimum Initial (s)	7.0	20.0	20.0	7.0	20.0	7.0	7.0
Minimum Split (s)	14.9	27.2	27.2	15.0	27.2	14.0	14.0
Total Split (s)	17.0	67.0	67.0	26.0	76.0	67.0	67.0
Total Split (%)	10.6%	41.9%	41.9%	16.3%	47.5%	41.9%	41.9%
Yellow Time (s)	5.2	5.2	5.2	5.2	5.2	4.0	4.0
All-Red Time (s)	2.7	2.0	2.0	2.8	2.0	3.0	3.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.9	7.2	7.2	8.0	7.2	7.0	7.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag		
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		
Recall Mode	None	C-Min	C-Min	None	C-Min	None	None
v/c Ratio	0.16	0.64	0.51	0.66	0.53	0.82	0.39
Control Delay	77.5	37.8	4.5	98.4	6.2	65.5	12.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	77.5	37.8	4.5	98.4	6.2	65.5	12.7
Queue Length 50th (ft)	13	419	0	234	110	357	30
Queue Length 95th (ft)	38	531	80	m281	107	404	96
Internal Link Dist (ft)		1071			738	670	
Turn Bay Length (ft)	390		670	375			
Base Capacity (vph)	100	2221	973	322	3222	1300	700
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.13	0.64	0.51	0.66	0.53	0.53	0.28

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 111 (69%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow
Natural Cycle: 70
Control Type: Actuated-Coordinated
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 10: SW 43rd St Rd & SR 200



Movement	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations							
Traffic Volume (veh/h)	13	1378	486	206	1654	674	193
Future Volume (veh/h)	13	1378	486	206	1654	674	193
Number		6	16	5	2	7	14
Initial Q (Qb), veh		0	0	0	0	0	0
Ped-Bike Adj(A_pbT)			1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln		1863	1863	1881	1881	1881	1881
Adj Flow Rate, veh/h		1421	344	212	1705	695	92
Adj No. of Lanes		3	1	1	3	2	1
Peak Hour Factor		0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %		2	2	1	1	1	1
Cap, veh/h		2665	830	202	3526	781	359
Arrive On Green		0.52	0.52	0.11	0.69	0.22	0.22
Sat Flow, veh/h		5253	1583	1792	5305	3476	1599
Grp Volume(v), veh/h		1421	344	212	1705	695	92
Grp Sat Flow(s),veh/h/ln		1695	1583	1792	1712	1738	1599
Q Serve(g_s), s		29.5	21.1	18.0	24.9	31.0	7.6
Cycle Q Clear(g_c), s		29.5	21.1	18.0	24.9	31.0	7.6
Prop In Lane			1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		2665	830	202	3526	781	359
V/C Ratio(X)		0.53	0.41	1.05	0.48	0.89	0.26
Avail Cap(c_a), veh/h		2665	830	202	3526	1303	600
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		25.1	23.2	71.0	11.8	60.1	51.0
Incr Delay (d2), s/veh		0.8	1.5	77.7	0.5	4.6	0.4
Initial Q Delay(d3),s/veh		0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		14.0	9.6	13.3	11.8	15.4	3.4
LnGrp Delay(d),s/veh		25.9	24.7	148.7	12.2	64.7	51.4
LnGrp LOS		C	C	F	B	E	D
Approach Vol, veh/h		1765			1917	787	
Approach Delay, s/veh		25.7			27.3	63.1	
Approach LOS		C			C	E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		
Phs Duration (G+Y+Rc), s		117.1		42.9	26.0	91.1		
Change Period (Y+Rc), s		7.2		7.0	* 8	7.2		
Max Green Setting (Gmax), s		68.8		60.0	* 18	59.8		
Max Q Clear Time (g_c+I1), s		26.9		33.0	20.0	31.5		
Green Ext Time (p_c), s		35.1		2.9	0.0	25.0		

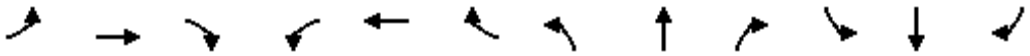
Intersection Summary	
HCM 2010 Ctrl Delay	33.0
HCM 2010 LOS	C

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

PM Peak Hour Future Year Background Traffic Conditions



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	88	572	220	131	696	44	143	285	143	89	295	207
Future Volume (vph)	88	572	220	131	696	44	143	285	143	89	295	207
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	0%	0%	0%	2%	2%	2%
Adj. Flow (vph)	97	629	242	144	765	48	157	313	157	98	324	227
Shared Lane Traffic (%)												
Lane Group Flow (vph)	97	871	0	144	813	0	157	470	0	98	551	0
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	88	572	220	131	696	44	143	285	143	89	295	207
Future Vol, veh/h	88	572	220	131	696	44	143	285	143	89	295	207
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	250	-	-	250	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	1	1	1	1	1	1	0	0	0	2	2	2
Mvmt Flow	97	629	242	144	765	48	157	313	157	98	324	227

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	813	0	0	870	0	0	1775	2044	435	1741	2141	407
Stage 1	-	-	-	-	-	-	943	943	-	1077	1077	-
Stage 2	-	-	-	-	-	-	832	1101	-	664	1064	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.5	6.5	6.9	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.54	5.54	-
Follow-up Hdwy	2.21	-	-	2.21	-	-	3.5	4	3.3	3.52	4.02	3.32
Pot Cap-1 Maneuver	816	-	-	777	-	-	~ 54	~ 57	575	~ 56	~ 48	593
Stage 1	-	-	-	-	-	-	286	344	-	234	~ 293	-
Stage 2	-	-	-	-	-	-	334	~ 290	-	416	~ 298	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	816	-	-	777	-	-	-	~ 41	575	-	~ 34	593
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	~ 41	-	-	~ 34	-
Stage 1	-	-	-	-	-	-	252	~ 303	-	206	~ 239	-
Stage 2	-	-	-	-	-	-	-	~ 236	-	-	~ 263	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1	1.6		
HCM LOS			-	-

Minor Lane/Major Mvmt	NBLn1	NBLn2	NBLn3	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2	SBLn3
Capacity (veh/h)	-	41	77	816	-	-	777	-	-	-	34	76
HCM Lane V/C Ratio	-	3.819	4.074	0.119	-	-	0.185	-	-	-	4.767	5.126
HCM Control Delay (s)	-	$ 1471	$ 1494.7	10	-	-	10.7	-	-	-	$ 1931	$ 1966.1
HCM Lane LOS	-	F	F	B	-	-	B	-	-	-	F	F
HCM 95th %tile Q(veh)	-	17.8	33.1	0.4	-	-	0.7	-	-	-	19.2	42.6

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	30	502	59	171	855	114	44	87	160	189	168	63
Future Volume (vph)	30	502	59	171	855	114	44	87	160	189	168	63
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	35	591	69	201	1006	134	52	102	188	222	198	74
Shared Lane Traffic (%)												
Lane Group Flow (vph)	35	591	69	201	1140	0	52	290	0	222	198	74
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	10.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	16.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	20.0	65.0	65.0	20.0	65.0		20.0	25.0		20.0	25.0	25.0
Total Split (%)	15.4%	50.0%	50.0%	15.4%	50.0%		15.4%	19.2%		15.4%	19.2%	19.2%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.17	0.75	0.09	0.60	1.25		0.17	0.93		0.86	0.47	0.16
Control Delay	13.2	36.4	0.2	20.2	148.6		33.0	77.5		64.3	48.5	0.7
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	13.2	36.4	0.2	20.2	148.6		33.0	77.5		64.3	48.5	0.7
Queue Length 50th (ft)	11	381	0	71	~1209		30	193		144	148	0
Queue Length 95th (ft)	24	486	0	103	#1353		60	#345		#271	224	0
Internal Link Dist (ft)		2796			3003			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	263	923	852	358	915		383	311		259	420	460
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.13	0.64	0.08	0.56	1.25		0.14	0.93		0.86	0.47	0.16

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 120.2
Natural Cycle: 150
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	30	502	59	171	855	114	44	87	160	189	168	63
Future Volume (veh/h)	30	502	59	171	855	114	44	87	160	189	168	63
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1900	1845	1845	1900	1863	1863	1863
Adj Flow Rate, veh/h	35	591	37	201	1006	130	52	102	132	222	198	42
Adj No. of Lanes	1	1	1	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	1	1	1	1	1	1	3	3	3	2	2	2
Cap, veh/h	160	850	722	365	778	100	273	111	144	272	425	362
Arrive On Green	0.06	0.45	0.45	0.08	0.48	0.48	0.03	0.15	0.15	0.11	0.23	0.23
Sat Flow, veh/h	1792	1881	1599	1792	1633	211	1757	731	946	1774	1863	1583
Grp Volume(v), veh/h	35	591	37	201	0	1136	52	0	234	222	198	42
Grp Sat Flow(s),veh/h/ln	1792	1881	1599	1792	0	1844	1757	0	1678	1774	1863	1583
Q Serve(g_s), s	1.2	31.0	1.6	7.3	0.0	58.7	3.1	0.0	17.0	12.7	11.3	2.6
Cycle Q Clear(g_c), s	1.2	31.0	1.6	7.3	0.0	58.7	3.1	0.0	17.0	12.7	11.3	2.6
Prop In Lane	1.00		1.00	1.00		0.11	1.00		0.56	1.00		1.00
Lane Grp Cap(c), veh/h	160	850	722	365	0	878	273	0	254	272	425	362
V/C Ratio(X)	0.22	0.70	0.05	0.55	0.00	1.29	0.19	0.00	0.92	0.82	0.47	0.12
Avail Cap(c_a), veh/h	257	896	761	418	0	878	407	0	254	272	425	362
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	27.8	27.0	19.0	20.3	0.0	32.3	42.1	0.0	51.6	38.3	41.1	37.7
Incr Delay (d2), s/veh	0.7	2.2	0.0	1.3	0.0	140.7	0.3	0.0	35.6	17.4	0.8	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	16.6	0.7	3.7	0.0	64.1	1.5	0.0	10.4	7.5	5.9	1.1
LnGrp Delay(d),s/veh	28.5	29.2	19.0	21.6	0.0	173.0	42.4	0.0	87.2	55.7	41.9	37.8
LnGrp LOS	C	C	B	C		F	D		F	E	D	D
Approach Vol, veh/h		663			1337			286			462	
Approach Delay, s/veh		28.6			150.3			79.0			48.1	
Approach LOS		C			F			E			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	13.3	65.0	20.0	25.0	16.3	62.0	10.5	34.5
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	13.7	58.7	13.7	18.7	13.7	58.7	13.7	18.7
Max Q Clear Time (g_c+I1), s	3.2	60.7	14.7	19.0	9.3	33.0	5.1	13.3
Green Ext Time (p_c), s	0.0	0.0	0.0	0.0	0.2	15.1	0.0	1.3

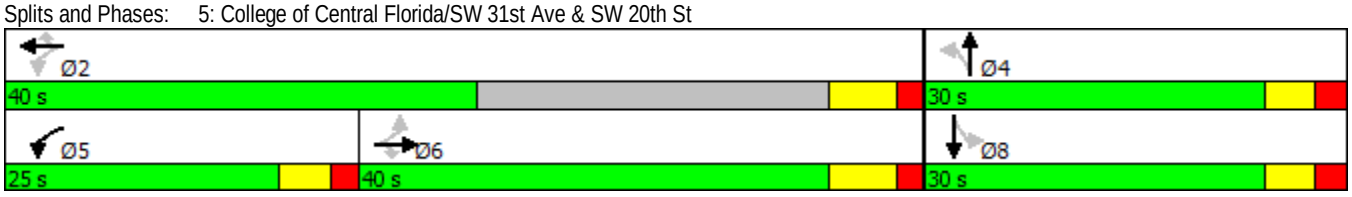
Intersection Summary	
HCM 2010 Ctrl Delay	96.3
HCM 2010 LOS	F

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	39	737	65	109	721	78	60	62	120	77	94	105
Future Volume (vph)	39	737	65	109	721	78	60	62	120	77	94	105
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	45	857	76	127	838	91	70	72	140	90	109	122
Shared Lane Traffic (%)												
Lane Group Flow (vph)	45	857	76	127	838	91	70	212	0	90	231	0
Turn Type	Perm	NA	Perm	pm+pt	NA	Perm	Perm	NA		Perm	NA	
Protected Phases		6		5	2			4			8	
Permitted Phases	6		6	2		2	4			8		
Detector Phase	6	6	6	5	2	2	4	4		8	8	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	5.0	15.0	15.0	8.0	8.0		8.0	8.0	
Minimum Split (s)	28.7	28.7	28.7	10.6	28.7	28.7	27.0	27.0		27.0	27.0	
Total Split (s)	40.0	40.0	40.0	25.0	40.0	40.0	30.0	30.0		30.0	30.0	
Total Split (%)	42.1%	42.1%	42.1%	26.3%	42.1%	42.1%	31.6%	31.6%		31.6%	31.6%	
Yellow Time (s)	4.7	4.7	4.7	3.6	4.7	4.7	3.6	3.6		3.6	3.6	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.4	2.4		2.4	2.4	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.7	6.7	6.7	5.6	6.7	6.7	6.0	6.0		6.0	6.0	
Lead/Lag	Lag	Lag	Lag	Lead								
Lead-Lag Optimize?	Yes	Yes	Yes	Yes								
Recall Mode	Min	Min	Min	None	Min	Min	None	None		None	None	
v/c Ratio	0.16	0.96	0.09	0.39	0.70	0.09	0.42	0.54		0.50	0.64	
Control Delay	16.3	45.1	2.6	10.3	13.2	1.8	35.5	20.7		37.8	29.8	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	16.3	45.1	2.6	10.3	13.2	1.8	35.5	20.7		37.8	29.8	
Queue Length 50th (ft)	11	368	0	17	204	0	29	46		37	73	
Queue Length 95th (ft)	38	#716	15	51	393	15	66	103		80	139	
Internal Link Dist (ft)		3003			1127			192			432	
Turn Bay Length (ft)	150		150	350		200	200			150		
Base Capacity (vph)	287	894	812	566	1535	1322	311	645		338	625	
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Reduced v/c Ratio	0.16	0.96	0.09	0.22	0.55	0.07	0.23	0.33		0.27	0.37	

Intersection Summary

Cycle Length: 95
Actuated Cycle Length: 71.6
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 5: College of Central Florida/SW 31st Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	39	737	65	109	721	78	60	62	120	77	94	105
Future Volume (veh/h)	39	737	65	109	721	78	60	62	120	77	94	105
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1881	1881	1881	1900	1863	1863	1900
Adj Flow Rate, veh/h	45	857	57	127	838	77	70	72	113	90	109	99
Adj No. of Lanes	1	1	1	1	1	1	1	1	0	1	1	0
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	1	1	1	1	1	1	1	1	1	2	2	2
Cap, veh/h	271	865	735	218	1130	961	237	148	232	253	202	183
Arrive On Green	0.46	0.46	0.46	0.06	0.60	0.60	0.22	0.22	0.22	0.22	0.22	0.22
Sat Flow, veh/h	614	1881	1599	1792	1881	1599	1181	661	1037	1194	901	818
Grp Volume(v), veh/h	45	857	57	127	838	77	70	0	185	90	0	208
Grp Sat Flow(s),veh/h/ln	614	1881	1599	1792	1881	1599	1181	0	1698	1194	0	1718
Q Serve(g_s), s	4.1	32.7	1.4	2.5	23.2	1.5	4.0	0.0	6.9	5.1	0.0	7.7
Cycle Q Clear(g_c), s	17.1	32.7	1.4	2.5	23.2	1.5	11.8	0.0	6.9	12.0	0.0	7.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.61	1.00		0.48
Lane Grp Cap(c), veh/h	271	865	735	218	1130	961	237	0	380	253	0	385
V/C Ratio(X)	0.17	0.99	0.08	0.58	0.74	0.08	0.29	0.00	0.49	0.36	0.00	0.54
Avail Cap(c_a), veh/h	271	865	735	584	1130	961	365	0	563	382	0	570
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	20.2	19.4	11.0	16.4	10.4	6.1	30.0	0.0	24.5	29.7	0.0	24.8
Incr Delay (d2), s/veh	0.3	28.2	0.0	2.4	2.7	0.0	0.7	0.0	1.0	0.8	0.0	1.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	23.7	0.6	1.4	12.7	0.7	1.3	0.0	3.3	1.8	0.0	3.8
LnGrp Delay(d),s/veh	20.5	47.6	11.0	18.9	13.1	6.1	30.7	0.0	25.5	30.6	0.0	26.0
LnGrp LOS	C	D	B	B	B	A	C		C	C		C
Approach Vol, veh/h		959			1042			255			298	
Approach Delay, s/veh		44.2			13.3			26.9			27.4	
Approach LOS		D			B			C			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		8
Phs Duration (G+Y+Rc), s		50.2		22.2	10.2	40.0		22.2
Change Period (Y+Rc), s		6.7		6.0	5.6	6.7		6.0
Max Green Setting (Gmax), s		33.3		24.0	19.4	33.3		24.0
Max Q Clear Time (g_c+I1), s		25.2		13.8	4.5	34.7		14.0
Green Ext Time (p_c), s		6.2		2.2	0.2	0.0		2.2

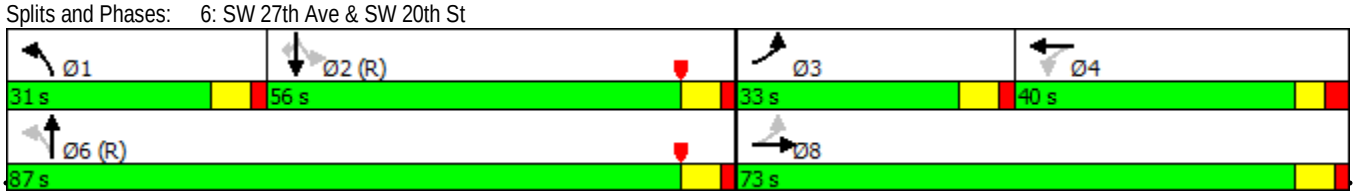
Intersection Summary	
HCM 2010 Ctrl Delay	27.9
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	294	368	326	17	305	77	290	806	22	66	897	298
Future Volume (vph)	294	368	326	17	305	77	290	806	22	66	897	298
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	313	391	347	18	324	82	309	857	23	70	954	317
Shared Lane Traffic (%)												
Lane Group Flow (vph)	313	738	0	18	406	0	309	880	0	70	954	317
Turn Type	pm+pt	NA		Perm	NA		pm+pt	NA		Perm	NA	Perm
Protected Phases	3	8			4		1	6			2	
Permitted Phases	8			4			6			2		2
Detector Phase	3	8		4	4		1	6		2	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	20.0		20.0	20.0	20.0
Minimum Split (s)	13.7	20.0		20.0	20.0		13.7	26.7		26.7	26.7	26.7
Total Split (s)	33.0	73.0		40.0	40.0		31.0	87.0		56.0	56.0	56.0
Total Split (%)	20.6%	45.6%		25.0%	25.0%		19.4%	54.4%		35.0%	35.0%	35.0%
Yellow Time (s)	4.7	4.7		3.6	3.6		4.7	4.7		4.7	4.7	4.7
All-Red Time (s)	2.0	2.0		3.1	3.1		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.7	6.7		6.7	6.7		6.7	6.7		6.7	6.7	6.7
Lead/Lag	Lead			Lag	Lag		Lead			Lag	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes		Yes			Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max		C-Max	C-Max	C-Max
v/c Ratio	0.95	0.99		0.38	1.02		0.98	0.50		0.37	0.87	0.45
Control Delay	84.8	74.9		80.7	108.8		94.5	27.6		50.5	61.7	6.0
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	84.8	74.9		80.7	108.8		94.5	27.6		50.5	61.7	6.0
Queue Length 50th (ft)	274	740		16	~453		275	315		58	497	0
Queue Length 95th (ft)	#462	#1028		49	#674		#479	375		111	589	73
Internal Link Dist (ft)		941			462			544			1105	
Turn Bay Length (ft)	350			200			300			350		400
Base Capacity (vph)	339	744		47	399		315	1770		187	1101	712
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	0.92	0.99		0.38	1.02		0.98	0.50		0.37	0.87	0.45

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 30 (19%), Referenced to phase 2:SBTL and 6:NBTL, Start of Yellow
Natural Cycle: 110
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

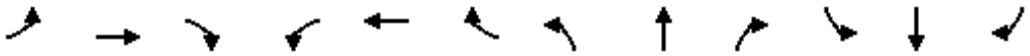
Splits and Phases: 6: SW 27th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	294	368	326	17	305	77	290	806	22	66	897	298
Future Volume (veh/h)	294	368	326	17	305	77	290	806	22	66	897	298
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1900	1900	1900	1863	1863	1900	1881	1881	1881
Adj Flow Rate, veh/h	313	391	326	18	324	72	309	857	22	70	954	211
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	1	1	1	0	0	0	2	2	2	1	1	1
Cap, veh/h	332	394	328	48	320	71	329	1770	45	248	1141	510
Arrive On Green	0.16	0.41	0.41	0.21	0.21	0.21	0.14	0.50	0.50	0.32	0.32	0.32
Sat Flow, veh/h	1792	950	792	746	1506	335	1774	3526	91	635	3574	1599
Grp Volume(v), veh/h	313	0	717	18	0	396	309	430	449	70	954	211
Grp Sat Flow(s),veh/h/ln	1792	0	1741	746	0	1841	1774	1770	1847	635	1787	1599
Q Serve(g_s), s	23.6	0.0	65.6	0.7	0.0	34.0	20.3	25.6	25.6	13.5	39.7	16.6
Cycle Q Clear(g_c), s	23.6	0.0	65.6	34.0	0.0	34.0	20.3	25.6	25.6	13.5	39.7	16.6
Prop In Lane	1.00		0.45	1.00		0.18	1.00		0.05	1.00		1.00
Lane Grp Cap(c), veh/h	332	0	722	48	0	391	329	888	927	248	1141	510
V/C Ratio(X)	0.94	0.00	0.99	0.37	0.00	1.01	0.94	0.48	0.48	0.28	0.84	0.41
Avail Cap(c_a), veh/h	339	0	722	48	0	391	349	888	927	248	1141	510
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	50.5	0.0	46.6	79.9	0.0	63.0	42.9	26.2	26.2	41.7	50.6	42.7
Incr Delay (d2), s/veh	33.7	0.0	31.8	4.7	0.0	49.0	32.0	1.9	1.8	2.8	7.3	2.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	16.8	0.0	37.8	0.9	0.0	22.6	16.4	12.9	13.4	2.6	20.8	7.7
LnGrp Delay(d),s/veh	84.2	0.0	78.5	84.6	0.0	112.1	74.9	28.1	28.0	44.5	57.9	45.2
LnGrp LOS	F		E	F		F	E	C	C	D	E	D
Approach Vol, veh/h		1030			414			1188			1235	
Approach Delay, s/veh		80.2			110.9			40.2			55.0	
Approach LOS		F			F			D			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4		6		8
Phs Duration (G+Y+Rc), s	29.2	57.8	32.3	40.7		87.0		73.0
Change Period (Y+Rc), s	6.7	6.7	6.7	6.7		6.7		6.7
Max Green Setting (Gmax), s	24.3	49.3	26.3	33.3		80.3		66.3
Max Q Clear Time (g_c+I1), s	22.3	41.7	25.6	36.0		27.6		67.6
Green Ext Time (p_c), s	0.2	6.0	0.1	0.0		20.8		0.0

Intersection Summary	
HCM 2010 Ctrl Delay	63.2
HCM 2010 LOS	E



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	90	300	210	101	402	168	185	444	111	105	420	175
Future Volume (vph)	90	300	210	101	402	168	185	444	111	105	420	175
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	4%	4%	4%	2%	2%	2%	0%	0%	0%	4%	4%	4%
Adj. Flow (vph)	93	309	216	104	414	173	191	458	114	108	433	180
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	618	0	0	691	0	191	572	0	108	613	0
Sign Control		Stop			Stop			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Intersection Delay, s/veh	219.9
Intersection LOS	F

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	90	300	210	101	402	168	185	444	111	105	420	175
Future Vol, veh/h	90	300	210	101	402	168	185	444	111	105	420	175
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles, %	4	4	4	2	2	2	0	0	0	4	4	4
Mvmt Flow	93	309	216	104	414	173	191	458	114	108	433	180
Number of Lanes	0	1	0	0	1	0	1	2	0	1	2	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	3	3
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	3	3	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	3	3	1	1
HCM Control Delay	368.6	459.5	43.8	48.9
HCM LOS	F	F	E	E

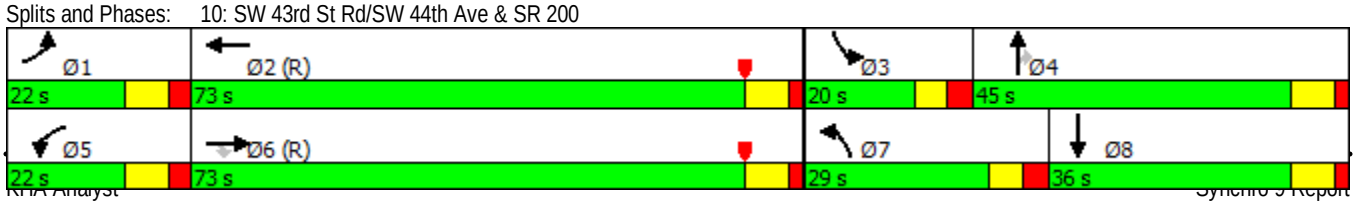
Lane	NBLn1	NBLn2	NBLn3	EBLn1	WBLn1	SBLn1	SBLn2	SBLn3
Vol Left, %	100%	0%	0%	15%	15%	100%	0%	0%
Vol Thru, %	0%	100%	57%	50%	60%	0%	100%	44%
Vol Right, %	0%	0%	43%	35%	25%	0%	0%	56%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	185	296	259	600	671	105	280	315
LT Vol	185	0	0	90	101	105	0	0
Through Vol	0	296	148	300	402	0	280	140
RT Vol	0	0	111	210	168	0	0	175
Lane Flow Rate	191	305	267	619	692	108	289	325
Geometry Grp	7	7	7	7	7	7	7	7
Degree of Util (X)	0.539	0.821	0.696	1.726	1.937	0.309	0.784	0.847
Departure Headway (Hd)	13.486	12.935	12.604	12.262	11.89	13.286	12.735	12.306
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	269	284	288	303	311	273	286	299
Service Time	11.186	10.635	10.304	9.962	9.59	10.986	10.435	10.006
HCM Lane V/C Ratio	0.71	1.074	0.927	2.043	2.225	0.396	1.01	1.087
HCM Control Delay	30.9	55.4	39.8	368.6	459.5	21.8	49.6	57.2
HCM Lane LOS	D	F	E	F	F	C	E	F
HCM 95th-tile Q	2.9	6.7	4.8	32.5	40.8	1.3	6.1	7.2

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	264	1716	660	252	2016	202	462	770	308	119	514	158
Future Volume (vph)	264	1716	660	252	2016	202	462	770	308	119	514	158
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	272	1769	680	260	2078	208	476	794	318	123	530	163
Shared Lane Traffic (%)												
Lane Group Flow (vph)	272	1769	680	260	2286	0	476	794	318	123	693	0
Turn Type	Prot	NA	Perm	Prot	NA		Prot	NA	Perm	Prot	NA	
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases			6						4			
Detector Phase	1	6	6	5	2		7	4	4	3	8	
Switch Phase												
Minimum Initial (s)	7.0	20.0	20.0	7.0	20.0		7.0	20.0	20.0	7.0	20.0	
Minimum Split (s)	15.0	27.2	27.2	15.0	27.2		14.0	27.2	27.2	15.0	28.2	
Total Split (s)	22.0	73.0	73.0	22.0	73.0		29.0	45.0	45.0	20.0	36.0	
Total Split (%)	13.8%	45.6%	45.6%	13.8%	45.6%		18.1%	28.1%	28.1%	12.5%	22.5%	
Yellow Time (s)	5.2	5.2	5.2	5.2	5.2		4.0	5.2	5.2	4.0	5.2	
All-Red Time (s)	2.8	2.0	2.0	2.8	2.0		3.0	2.0	2.0	3.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	8.0	7.2	7.2	8.0	7.2		7.0	7.2	7.2	7.0	7.2	
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	Lag	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min	C-Min	None	C-Min		None	None	None	None	None	
v/c Ratio	1.77	0.85	0.82	1.67	1.09		1.00	0.94	0.61	0.87	1.10	
Control Delay	408.0	47.3	32.3	368.7	79.1		108.9	78.3	27.2	119.2	122.0	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	408.0	47.3	32.3	368.7	79.1		108.9	78.3	27.2	119.2	122.0	
Queue Length 50th (ft)	~422	608	389	~402	~986		260	433	122	129	~420	
Queue Length 95th (ft)	#615	673	587	m#554	#1056		#382	#560	233	#254	#552	
Internal Link Dist (ft)		1071			738			670			1631	
Turn Bay Length (ft)	390		670	375								
Base Capacity (vph)	154	2091	826	156	2090		476	848	522	143	632	
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Reduced v/c Ratio	1.77	0.85	0.82	1.67	1.09		1.00	0.94	0.61	0.86	1.10	

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 111 (69%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 10: SW 43rd St Rd/SW 44th Ave & SR 200



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	264	1716	660	252	2016	202	462	770	308	119	514	158
Future Volume (veh/h)	264	1716	660	252	2016	202	462	770	308	119	514	158
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1881	1881	1900	1881	1881	1881	1863	1863	1900
Adj Flow Rate, veh/h	272	1769	464	260	2078	136	476	794	148	123	530	101
Adj No. of Lanes	1	3	1	1	3	0	2	2	1	1	2	0
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	2	2	2	1	1	1	1	1	1	2	2	2
Cap, veh/h	155	2091	651	157	2026	132	478	847	379	143	534	101
Arrive On Green	0.09	0.41	0.41	0.12	0.55	0.55	0.14	0.24	0.24	0.08	0.18	0.18
Sat Flow, veh/h	1774	5085	1583	1792	4928	321	3476	3574	1599	1774	2969	564
Grp Volume(v), veh/h	272	1769	464	260	1440	774	476	794	148	123	315	316
Grp Sat Flow(s),veh/h/ln	1774	1695	1583	1792	1712	1825	1738	1787	1599	1774	1770	1763
Q Serve(g_s), s	14.0	50.2	39.0	14.0	65.8	65.8	21.9	34.9	12.5	11.0	28.4	28.6
Cycle Q Clear(g_c), s	14.0	50.2	39.0	14.0	65.8	65.8	21.9	34.9	12.5	11.0	28.4	28.6
Prop In Lane	1.00		1.00	1.00		0.18	1.00		1.00	1.00		0.32
Lane Grp Cap(c), veh/h	155	2091	651	157	1408	750	478	847	379	143	319	317
V/C Ratio(X)	1.75	0.85	0.71	1.66	1.02	1.03	1.00	0.94	0.39	0.86	0.99	1.00
Avail Cap(c_a), veh/h	155	2091	651	157	1408	750	478	847	379	144	319	317
HCM Platoon Ratio	1.00	1.00	1.00	1.33	1.33	1.33	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	73.0	42.5	39.2	70.7	36.2	36.2	69.0	59.9	51.3	72.7	65.4	65.5
Incr Delay (d2), s/veh	363.7	4.4	6.5	322.9	29.9	41.1	40.1	17.7	0.7	37.3	47.3	49.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	22.5	24.3	18.2	21.0	36.6	41.4	13.2	19.3	5.6	6.8	18.1	18.3
LnGrp Delay(d),s/veh	436.7	47.0	45.7	393.6	66.2	77.4	109.0	77.6	52.0	110.0	112.7	114.8
LnGrp LOS	F	D	D	F	F	F	F	E	D	F	F	F
Approach Vol, veh/h		2505			2474			1418			754	
Approach Delay, s/veh		89.1			104.1			85.5			113.1	
Approach LOS		F			F			F			F	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	22.0	73.0	19.9	45.1	22.0	73.0	29.0	36.0
Change Period (Y+Rc), s	* 8	7.2	7.0	7.2	* 8	7.2	7.0	7.2
Max Green Setting (Gmax), s	* 14	65.8	13.0	37.8	* 14	65.8	22.0	28.8
Max Q Clear Time (g_c+I1), s	16.0	67.8	13.0	36.9	16.0	52.2	23.9	30.6
Green Ext Time (p_c), s	0.0	0.0	0.0	0.7	0.0	13.3	0.0	0.0

Intersection Summary	
HCM 2010 Ctrl Delay	96.1
HCM 2010 LOS	F

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

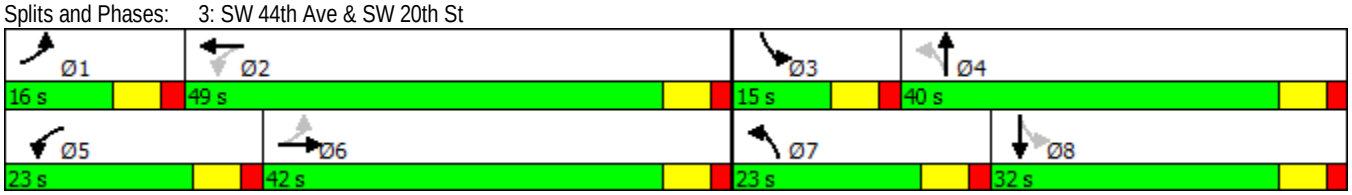
PM Peak Hour Future Year Background Traffic Conditions with Improvement

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	88	572	220	131	696	44	143	285	143	89	295	207
Future Volume (vph)	88	572	220	131	696	44	143	285	143	89	295	207
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	0%	0%	0%	2%	2%	2%
Adj. Flow (vph)	97	629	242	144	765	48	157	313	157	98	324	227
Shared Lane Traffic (%)												
Lane Group Flow (vph)	97	871	0	144	813	0	157	470	0	98	551	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6			2			4			8		
Detector Phase	1	6		5	2		7	4		3	8	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	11.3	24.3		11.3	24.3		11.3	24.3		11.3	24.3	
Total Split (s)	16.0	42.0		23.0	49.0		23.0	40.0		15.0	32.0	
Total Split (%)	13.3%	35.0%		19.2%	40.8%		19.2%	33.3%		12.5%	26.7%	
Yellow Time (s)	4.3	4.3		4.3	4.3		4.3	4.3		4.3	4.3	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.3	6.3		6.3	6.3		6.3	6.3		6.3	6.3	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	Min		None	Min		None	None		None	None	
v/c Ratio	0.34	0.82		0.51	0.63		0.50	0.48		0.31	0.74	
Control Delay	19.0	38.1		21.8	29.9		27.1	28.8		24.4	35.3	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	19.0	38.1		21.8	29.9		27.1	28.8		24.4	35.3	
Queue Length 50th (ft)	32	248		49	227		65	115		39	130	
Queue Length 95th (ft)	71	393		100	343		126	183		83	219	
Internal Link Dist (ft)		4996			2796			7224			1805	
Turn Bay Length (ft)	250			250			250			250		
Base Capacity (vph)	320	1326		388	1608		396	1273		336	1003	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.30	0.66		0.37	0.51		0.40	0.37		0.29	0.55	

Intersection Summary

Cycle Length: 120
Actuated Cycle Length: 97.4
Natural Cycle: 75
Control Type: Actuated-Uncoordinated

Splits and Phases: 3: SW 44th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	88	572	220	131	696	44	143	285	143	89	295	207
Future Volume (veh/h)	88	572	220	131	696	44	143	285	143	89	295	207
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1881	1881	1900	1900	1900	1900	1863	1863	1900
Adj Flow Rate, veh/h	97	629	242	144	765	48	157	313	157	98	324	227
Adj No. of Lanes	1	2	0	1	2	0	1	2	0	1	2	0
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	1	1	1	1	1	1	0	0	0	2	2	2
Cap, veh/h	289	841	323	285	1211	76	302	595	292	309	450	308
Arrive On Green	0.05	0.33	0.33	0.07	0.35	0.35	0.09	0.25	0.25	0.06	0.22	0.22
Sat Flow, veh/h	1792	2526	971	1792	3416	214	1810	2349	1152	1774	2011	1378
Grp Volume(v), veh/h	97	445	426	144	400	413	157	239	231	98	284	267
Grp Sat Flow(s),veh/h/ln	1792	1787	1710	1792	1787	1843	1810	1805	1697	1774	1770	1620
Q Serve(g_s), s	3.2	19.9	19.9	4.7	16.7	16.8	5.9	10.2	10.6	3.8	13.4	13.8
Cycle Q Clear(g_c), s	3.2	19.9	19.9	4.7	16.7	16.8	5.9	10.2	10.6	3.8	13.4	13.8
Prop In Lane	1.00		0.57	1.00		0.12	1.00		0.68	1.00		0.85
Lane Grp Cap(c), veh/h	289	595	569	285	634	654	302	457	429	309	396	362
V/C Ratio(X)	0.34	0.75	0.75	0.51	0.63	0.63	0.52	0.52	0.54	0.32	0.72	0.74
Avail Cap(c_a), veh/h	387	709	679	484	849	875	478	676	636	376	506	463
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	19.3	26.6	26.6	20.0	24.1	24.1	24.6	28.9	29.0	24.9	32.3	32.4
Incr Delay (d2), s/veh	0.7	3.6	3.8	1.4	1.0	1.0	1.4	0.9	1.1	0.6	3.5	4.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.6	10.4	9.9	2.3	8.4	8.7	3.0	5.2	5.1	1.9	6.9	6.6
LnGrp Delay(d),s/veh	20.0	30.2	30.4	21.4	25.2	25.2	26.0	29.8	30.1	25.5	35.8	36.9
LnGrp LOS	C	C	C	C	C	C	C	C	C	C	D	D
Approach Vol, veh/h		968			957			627			649	
Approach Delay, s/veh		29.3			24.6			29.0			34.7	
Approach LOS		C			C			C			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.1	38.2	11.6	29.1	13.0	36.3	14.3	26.4
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	9.7	42.7	8.7	33.7	16.7	35.7	16.7	25.7
Max Q Clear Time (g_c+I1), s	5.2	18.8	5.8	12.6	6.7	21.9	7.9	15.8
Green Ext Time (p_c), s	0.1	11.0	0.1	6.4	0.2	8.0	0.2	4.4

Intersection Summary	
HCM 2010 Ctrl Delay	28.9
HCM 2010 LOS	C

Notes

User approved pedestrian interval to be less than phase max green.

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	30	502	59	171	855	114	44	87	160	189	168	63
Future Volume (vph)	30	502	59	171	855	114	44	87	160	189	168	63
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	35	591	69	201	1006	134	52	102	188	222	198	74
Shared Lane Traffic (%)												
Lane Group Flow (vph)	35	591	69	201	1140	0	52	290	0	222	198	74
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	12.0	26.3	26.3	16.3	26.3		15.0	20.0		15.0	20.0	20.0
Total Split (s)	12.0	67.0	67.0	19.0	74.0		15.0	31.0		23.0	39.0	39.0
Total Split (%)	8.6%	47.9%	47.9%	13.6%	52.9%		10.7%	22.1%		16.4%	27.9%	27.9%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.18	0.87	0.10	0.70	0.69		0.16	0.83		0.70	0.39	0.13
Control Delay	16.9	48.9	0.3	31.0	28.0		29.7	59.1		42.1	41.6	0.5
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	16.9	48.9	0.3	31.0	28.0		29.7	59.1		42.1	41.6	0.5
Queue Length 50th (ft)	13	436	0	85	401		26	178		123	129	0
Queue Length 95th (ft)	28	536	0	138	441		60	#325		211	220	0
Internal Link Dist (ft)		2796			3003			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	194	1009	961	299	2107		346	409		344	540	581
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.18	0.59	0.07	0.67	0.54		0.15	0.71		0.65	0.37	0.13

Intersection Summary

Cycle Length: 140
Actuated Cycle Length: 116.8
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	30	502	59	171	855	114	44	87	160	189	168	63
Future Volume (veh/h)	30	502	59	171	855	114	44	87	160	189	168	63
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1900	1845	1845	1900	1863	1863	1863
Adj Flow Rate, veh/h	35	591	37	201	1006	125	52	102	132	222	198	42
Adj No. of Lanes	1	1	1	1	2	0	1	1	0	1	1	1
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	1	1	1	1	1	1	3	3	3	2	2	2
Cap, veh/h	224	760	646	326	1480	184	307	122	158	311	466	396
Arrive On Green	0.03	0.40	0.40	0.09	0.46	0.46	0.04	0.17	0.17	0.12	0.25	0.25
Sat Flow, veh/h	1792	1881	1599	1792	3201	397	1757	731	946	1774	1863	1583
Grp Volume(v), veh/h	35	591	37	201	561	570	52	0	234	222	198	42
Grp Sat Flow(s),veh/h/ln	1792	1881	1599	1792	1787	1811	1757	0	1678	1774	1863	1583
Q Serve(g_s), s	1.3	31.0	1.6	7.0	27.9	28.0	2.8	0.0	15.3	11.3	10.1	2.3
Cycle Q Clear(g_c), s	1.3	31.0	1.6	7.0	27.9	28.0	2.8	0.0	15.3	11.3	10.1	2.3
Prop In Lane	1.00		1.00	1.00		0.22	1.00		0.56	1.00		1.00
Lane Grp Cap(c), veh/h	224	760	646	326	827	838	307	0	280	311	466	396
V/C Ratio(X)	0.16	0.78	0.06	0.62	0.68	0.68	0.17	0.00	0.84	0.71	0.42	0.11
Avail Cap(c_a), veh/h	262	1007	856	369	1067	1081	379	0	365	361	537	456
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.7	29.4	20.6	21.8	23.9	23.9	37.2	0.0	45.7	33.1	35.7	32.7
Incr Delay (d2), s/veh	0.3	2.8	0.0	2.5	1.2	1.2	0.3	0.0	12.2	5.5	0.6	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	16.7	0.7	3.7	14.0	14.2	1.4	0.0	8.0	6.0	5.3	1.0
LnGrp Delay(d),s/veh	21.0	32.2	20.7	24.3	25.1	25.1	37.4	0.0	58.0	38.6	36.3	32.9
LnGrp LOS	C	C	C	C	C	C	D		E	D	D	C
Approach Vol, veh/h		663			1332			286			462	
Approach Delay, s/veh		31.0			24.9			54.2			37.1	
Approach LOS		C			C			D			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	9.6	58.8	19.8	25.2	16.3	52.1	10.3	34.7
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	5.7	67.7	16.7	24.7	12.7	60.7	8.7	32.7
Max Q Clear Time (g_c+I1), s	3.3	30.0	13.3	17.3	9.0	33.0	4.8	12.1
Green Ext Time (p_c), s	0.0	14.5	0.2	1.6	0.2	12.9	0.0	2.7

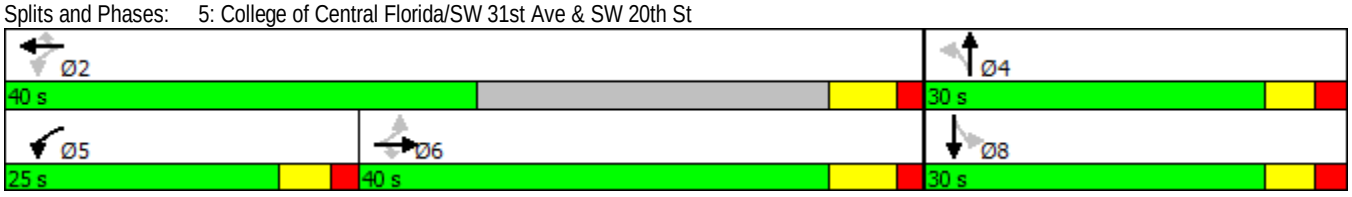
Intersection Summary	
HCM 2010 Ctrl Delay	31.5
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	39	737	65	109	721	78	60	62	120	77	94	105
Future Volume (vph)	39	737	65	109	721	78	60	62	120	77	94	105
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	45	857	76	127	838	91	70	72	140	90	109	122
Shared Lane Traffic (%)												
Lane Group Flow (vph)	45	857	76	127	838	91	70	212	0	90	231	0
Turn Type	Perm	NA	Perm	pm+pt	NA	Perm	Perm	NA		Perm	NA	
Protected Phases		6		5	2			4			8	
Permitted Phases	6		6	2		2	4			8		
Detector Phase	6	6	6	5	2	2	4	4		8	8	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	5.0	15.0	15.0	8.0	8.0		8.0	8.0	
Minimum Split (s)	28.7	28.7	28.7	10.6	28.7	28.7	27.0	27.0		27.0	27.0	
Total Split (s)	40.0	40.0	40.0	25.0	40.0	40.0	30.0	30.0		30.0	30.0	
Total Split (%)	42.1%	42.1%	42.1%	26.3%	42.1%	42.1%	31.6%	31.6%		31.6%	31.6%	
Yellow Time (s)	4.7	4.7	4.7	3.6	4.7	4.7	3.6	3.6		3.6	3.6	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.4	2.4		2.4	2.4	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.7	6.7	6.7	5.6	6.7	6.7	6.0	6.0		6.0	6.0	
Lead/Lag	Lag	Lag	Lag	Lead								
Lead-Lag Optimize?	Yes	Yes	Yes	Yes								
Recall Mode	Min	Min	Min	None	Min	Min	None	None		None	None	
v/c Ratio	0.16	0.96	0.09	0.39	0.70	0.09	0.42	0.54		0.50	0.64	
Control Delay	16.3	45.1	2.6	10.3	13.2	1.8	35.5	20.7		37.8	29.8	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	16.3	45.1	2.6	10.3	13.2	1.8	35.5	20.7		37.8	29.8	
Queue Length 50th (ft)	11	368	0	17	204	0	29	46		37	73	
Queue Length 95th (ft)	38	#716	15	51	393	15	66	103		80	139	
Internal Link Dist (ft)		3003			1127			192			432	
Turn Bay Length (ft)	150		150	350		200	200			150		
Base Capacity (vph)	287	894	812	566	1535	1322	311	645		338	625	
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Reduced v/c Ratio	0.16	0.96	0.09	0.22	0.55	0.07	0.23	0.33		0.27	0.37	

Intersection Summary

Cycle Length: 95
Actuated Cycle Length: 71.6
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 5: College of Central Florida/SW 31st Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	39	737	65	109	721	78	60	62	120	77	94	105
Future Volume (veh/h)	39	737	65	109	721	78	60	62	120	77	94	105
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1881	1881	1881	1900	1863	1863	1900
Adj Flow Rate, veh/h	45	857	57	127	838	77	70	72	113	90	109	99
Adj No. of Lanes	1	1	1	1	1	1	1	1	0	1	1	0
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	1	1	1	1	1	1	1	1	1	2	2	2
Cap, veh/h	271	865	735	218	1130	961	237	148	232	253	202	183
Arrive On Green	0.46	0.46	0.46	0.06	0.60	0.60	0.22	0.22	0.22	0.22	0.22	0.22
Sat Flow, veh/h	614	1881	1599	1792	1881	1599	1181	661	1037	1194	901	818
Grp Volume(v), veh/h	45	857	57	127	838	77	70	0	185	90	0	208
Grp Sat Flow(s),veh/h/ln	614	1881	1599	1792	1881	1599	1181	0	1698	1194	0	1718
Q Serve(g_s), s	4.1	32.7	1.4	2.5	23.2	1.5	4.0	0.0	6.9	5.1	0.0	7.7
Cycle Q Clear(g_c), s	17.1	32.7	1.4	2.5	23.2	1.5	11.8	0.0	6.9	12.0	0.0	7.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.61	1.00		0.48
Lane Grp Cap(c), veh/h	271	865	735	218	1130	961	237	0	380	253	0	385
V/C Ratio(X)	0.17	0.99	0.08	0.58	0.74	0.08	0.29	0.00	0.49	0.36	0.00	0.54
Avail Cap(c_a), veh/h	271	865	735	584	1130	961	365	0	563	382	0	570
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	20.2	19.4	11.0	16.4	10.4	6.1	30.0	0.0	24.5	29.7	0.0	24.8
Incr Delay (d2), s/veh	0.3	28.2	0.0	2.4	2.7	0.0	0.7	0.0	1.0	0.8	0.0	1.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	23.7	0.6	1.4	12.7	0.7	1.3	0.0	3.3	1.8	0.0	3.8
LnGrp Delay(d),s/veh	20.5	47.6	11.0	18.9	13.1	6.1	30.7	0.0	25.5	30.6	0.0	26.0
LnGrp LOS	C	D	B	B	B	A	C		C	C		C
Approach Vol, veh/h		959			1042			255			298	
Approach Delay, s/veh		44.2			13.3			26.9			27.4	
Approach LOS		D			B			C			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		8
Phs Duration (G+Y+Rc), s		50.2		22.2	10.2	40.0		22.2
Change Period (Y+Rc), s		6.7		6.0	5.6	6.7		6.0
Max Green Setting (Gmax), s		33.3		24.0	19.4	33.3		24.0
Max Q Clear Time (g_c+I1), s		25.2		13.8	4.5	34.7		14.0
Green Ext Time (p_c), s		6.2		2.2	0.2	0.0		2.2

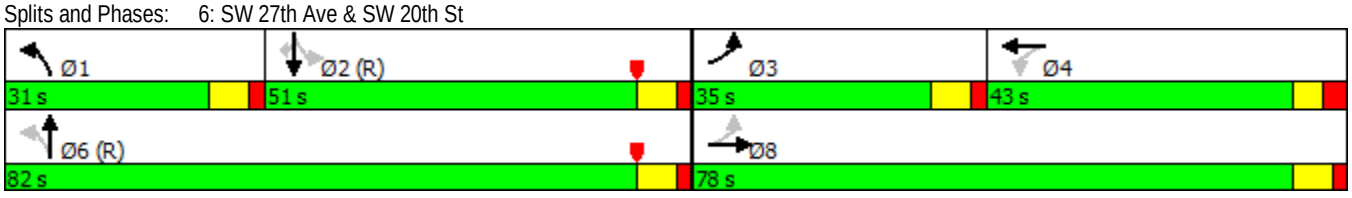
Intersection Summary	
HCM 2010 Ctrl Delay	27.9
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	294	368	326	17	305	77	290	806	22	66	897	298
Future Volume (vph)	294	368	326	17	305	77	290	806	22	66	897	298
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	313	391	347	18	324	82	309	857	23	70	954	317
Shared Lane Traffic (%)												
Lane Group Flow (vph)	313	738	0	18	406	0	309	880	0	70	954	317
Turn Type	pm+pt	NA		Perm	NA		pm+pt	NA		Perm	NA	Perm
Protected Phases	3	8			4		1	6			2	
Permitted Phases	8			4			6			2		2
Detector Phase	3	8		4	4		1	6		2	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	20.0		20.0	20.0	20.0
Minimum Split (s)	13.7	20.0		20.0	20.0		13.7	26.7		26.7	26.7	26.7
Total Split (s)	35.0	78.0		43.0	43.0		31.0	82.0		51.0	51.0	51.0
Total Split (%)	21.9%	48.8%		26.9%	26.9%		19.4%	51.3%		31.9%	31.9%	31.9%
Yellow Time (s)	4.7	4.7		3.6	3.6		4.7	4.7		4.7	4.7	4.7
All-Red Time (s)	2.0	2.0		3.1	3.1		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.7	6.7		6.7	6.7		6.7	6.7		6.7	6.7	6.7
Lead/Lag	Lead			Lag	Lag		Lead			Lag	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes		Yes			Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max		C-Max	C-Max	C-Max
v/c Ratio	0.92	0.95		0.30	0.96		0.97	0.52		0.40	0.93	0.46
Control Delay	77.9	63.0		66.6	93.5		91.0	30.3		55.5	71.4	6.6
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	77.9	63.0		66.6	93.5		91.0	30.3		55.5	71.4	6.6
Queue Length 50th (ft)	268	696		16	418		276	336		60	521	0
Queue Length 95th (ft)	#435	#967		45	#636		#481	400		116	#663	77
Internal Link Dist (ft)		941			462			544			1105	
Turn Bay Length (ft)	350			200			300			350		400
Base Capacity (vph)	361	798		61	428		319	1701		174	1023	683
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	0.87	0.92		0.30	0.95		0.97	0.52		0.40	0.93	0.46

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 30 (19%), Referenced to phase 2:SBTL and 6:NBTL, Start of Yellow
Natural Cycle: 110
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 6: SW 27th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	294	368	326	17	305	77	290	806	22	66	897	298
Future Volume (veh/h)	294	368	326	17	305	77	290	806	22	66	897	298
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1900	1900	1900	1863	1863	1900	1881	1881	1881
Adj Flow Rate, veh/h	313	391	326	18	324	72	309	857	22	70	954	211
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	1	1	1	0	0	0	2	2	2	1	1	1
Cap, veh/h	336	405	337	63	360	80	328	1728	44	236	1077	482
Arrive On Green	0.15	0.43	0.43	0.24	0.24	0.24	0.15	0.49	0.49	0.30	0.30	0.30
Sat Flow, veh/h	1792	950	792	746	1506	335	1774	3526	91	635	3574	1599
Grp Volume(v), veh/h	313	0	717	18	0	396	309	430	449	70	954	211
Grp Sat Flow(s),veh/h/ln	1792	0	1741	746	0	1841	1774	1770	1847	635	1787	1599
Q Serve(g_s), s	20.8	0.0	64.3	3.9	0.0	33.4	21.4	26.2	26.2	13.9	40.7	17.0
Cycle Q Clear(g_c), s	20.8	0.0	64.3	38.2	0.0	33.4	21.4	26.2	26.2	13.9	40.7	17.0
Prop In Lane	1.00		0.45	1.00		0.18	1.00		0.05	1.00		1.00
Lane Grp Cap(c), veh/h	336	0	742	63	0	440	328	867	905	236	1077	482
V/C Ratio(X)	0.93	0.00	0.97	0.28	0.00	0.90	0.94	0.50	0.50	0.30	0.89	0.44
Avail Cap(c_a), veh/h	392	0	776	63	0	440	337	867	905	236	1077	482
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	41.4	0.0	44.8	78.0	0.0	59.0	45.9	27.5	27.5	43.9	53.3	45.0
Incr Delay (d2), s/veh	26.9	0.0	23.8	2.4	0.0	21.1	33.7	2.0	1.9	3.2	10.7	2.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	16.2	0.0	35.8	0.8	0.0	19.5	16.5	13.3	13.8	2.6	21.7	7.9
LnGrp Delay(d),s/veh	68.3	0.0	68.6	80.4	0.0	80.1	79.6	29.5	29.4	47.1	64.0	47.9
LnGrp LOS	E		E	F		F	E	C	C	D	E	D
Approach Vol, veh/h		1030			414			1188			1235	
Approach Delay, s/veh		68.5			80.2			42.5			60.3	
Approach LOS		E			F			D			E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4		6		8
Phs Duration (G+Y+Rc), s	30.2	54.9	29.9	44.9		85.1		74.9
Change Period (Y+Rc), s	6.7	6.7	6.7	6.7		6.7		6.7
Max Green Setting (Gmax), s	24.3	44.3	28.3	36.3		75.3		71.3
Max Q Clear Time (g_c+I1), s	23.4	42.7	22.8	40.2		28.2		66.3
Green Ext Time (p_c), s	0.1	1.4	0.4	0.0		20.0		1.9

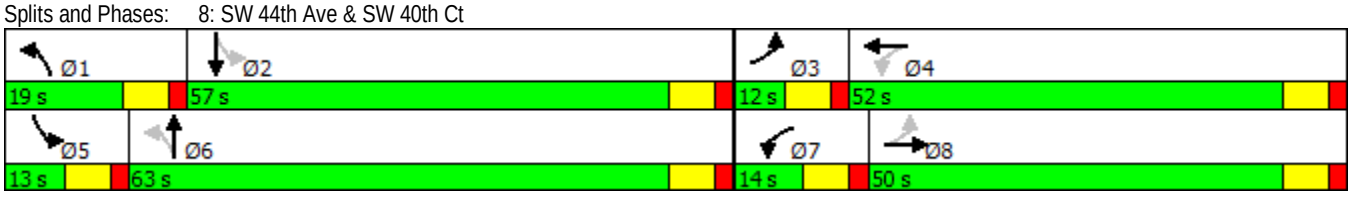
Intersection Summary	
HCM 2010 Ctrl Delay	59.1
HCM 2010 LOS	E

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	90	300	210	101	402	168	185	444	111	105	420	175
Future Volume (vph)	90	300	210	101	402	168	185	444	111	105	420	175
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	4%	4%	4%	2%	2%	2%	0%	0%	0%	4%	4%	4%
Adj. Flow (vph)	93	309	216	104	414	173	191	458	114	108	433	180
Shared Lane Traffic (%)												
Lane Group Flow (vph)	93	525	0	104	587	0	191	572	0	108	613	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	8			4			6			2		
Detector Phase	3	8		7	4		1	6		5	2	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	15.0	20.0		15.0	20.0		15.0	25.0		15.0	25.0	
Total Split (s)	12.0	50.0		14.0	52.0		19.0	63.0		13.0	57.0	
Total Split (%)	8.6%	35.7%		10.0%	37.1%		13.6%	45.0%		9.3%	40.7%	
Yellow Time (s)	4.8	4.8		4.8	4.8		4.8	4.8		4.8	4.8	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.8	6.8		6.8	6.8		6.8	6.8		6.8	6.8	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	Min		None	Min	
v/c Ratio	0.45	0.80		0.40	0.83		0.70	0.59		0.45	0.79	
Control Delay	25.5	42.1		21.6	43.5		38.3	36.9		30.6	46.2	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	25.5	42.1		21.6	43.5		38.3	36.9		30.6	46.2	
Queue Length 50th (ft)	36	330		40	380		96	184		52	210	
Queue Length 95th (ft)	74	#562		82	#642		151	241		90	275	
Internal Link Dist (ft)		1473			795			1631			7224	
Turn Bay Length (ft)	255			255			255			255		
Base Capacity (vph)	205	666		264	716		283	1741		241	1490	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.45	0.79		0.39	0.82		0.67	0.33		0.45	0.41	

Intersection Summary

Cycle Length: 140
Actuated Cycle Length: 114.4
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 8: SW 44th Ave & SW 40th Ct



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	90	300	210	101	402	168	185	444	111	105	420	175
Future Volume (veh/h)	90	300	210	101	402	168	185	444	111	105	420	175
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1827	1827	1900	1863	1863	1900	1900	1900	1900	1827	1827	1900
Adj Flow Rate, veh/h	93	309	216	104	414	173	191	458	114	108	433	180
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	0
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	4	4	4	2	2	2	0	0	0	4	4	4
Cap, veh/h	186	361	253	222	459	192	307	844	209	288	609	251
Arrive On Green	0.05	0.36	0.36	0.05	0.37	0.37	0.09	0.29	0.29	0.05	0.25	0.25
Sat Flow, veh/h	1740	1002	701	1774	1249	522	1810	2870	709	1740	2400	988
Grp Volume(v), veh/h	93	0	525	104	0	587	191	287	285	108	312	301
Grp Sat Flow(s),veh/h/ln	1740	0	1703	1774	0	1771	1810	1805	1775	1740	1736	1653
Q Serve(g_s), s	3.8	0.0	32.5	4.2	0.0	35.8	8.8	15.2	15.4	5.2	18.6	18.9
Cycle Q Clear(g_c), s	3.8	0.0	32.5	4.2	0.0	35.8	8.8	15.2	15.4	5.2	18.6	18.9
Prop In Lane	1.00		0.41	1.00		0.29	1.00		0.40	1.00		0.60
Lane Grp Cap(c), veh/h	186	0	614	222	0	650	307	531	522	288	440	419
V/C Ratio(X)	0.50	0.00	0.85	0.47	0.00	0.90	0.62	0.54	0.55	0.37	0.71	0.72
Avail Cap(c_a), veh/h	186	0	646	241	0	702	329	890	875	288	764	728
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	27.3	0.0	33.7	26.1	0.0	34.1	29.1	33.8	33.8	29.7	38.7	38.8
Incr Delay (d2), s/veh	2.1	0.0	10.5	1.5	0.0	14.4	3.3	0.9	0.9	0.8	2.1	2.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.9	0.0	17.0	2.1	0.0	20.0	4.6	7.7	7.7	2.5	9.2	8.9
LnGrp Delay(d),s/veh	29.4	0.0	44.2	27.6	0.0	48.5	32.4	34.6	34.7	30.5	40.8	41.1
LnGrp LOS	C		D	C		D	C	C	C	C	D	D
Approach Vol, veh/h		618			691			763			721	
Approach Delay, s/veh		42.0			45.4			34.1			39.4	
Approach LOS		D			D			C			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	17.6	35.7	12.0	48.7	13.0	40.3	12.8	47.9
Change Period (Y+Rc), s	6.8	6.8	6.8	6.8	6.8	6.8	6.8	6.8
Max Green Setting (Gmax), s	12.2	50.2	5.2	45.2	6.2	56.2	7.2	43.2
Max Q Clear Time (g_c+I1), s	10.8	20.9	5.8	37.8	7.2	17.4	6.2	34.5
Green Ext Time (p_c), s	0.1	8.0	0.0	4.1	0.0	8.4	0.0	4.6

Intersection Summary	
HCM 2010 Ctrl Delay	40.0
HCM 2010 LOS	D

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	264	1716	660	252	2016	202	462	770	308	119	514	158
Future Volume (vph)	264	1716	660	252	2016	202	462	770	308	119	514	158
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	272	1769	680	260	2078	208	476	794	318	123	530	163
Shared Lane Traffic (%)												
Lane Group Flow (vph)	272	1769	680	260	2078	208	476	794	318	123	530	163
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases			6			2			4			8
Detector Phase	1	6	6	5	2	2	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	7.0	20.0	20.0	7.0	20.0	20.0	7.0	20.0	20.0	7.0	20.0	20.0
Minimum Split (s)	15.0	27.2	27.2	15.0	27.2	27.2	14.0	27.2	27.2	15.0	28.2	28.2
Total Split (s)	22.0	73.0	73.0	22.0	73.0	73.0	30.0	45.5	45.5	19.5	35.0	35.0
Total Split (%)	13.8%	45.6%	45.6%	13.8%	45.6%	45.6%	18.8%	28.4%	28.4%	12.2%	21.9%	21.9%
Yellow Time (s)	5.2	5.2	5.2	5.2	5.2	5.2	4.0	5.2	5.2	4.0	5.2	5.2
All-Red Time (s)	2.8	2.0	2.0	2.8	2.0	2.0	3.0	2.0	2.0	3.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	8.0	7.2	7.2	8.0	7.2	7.2	7.0	7.2	7.2	7.0	7.2	7.2
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None	None	None	None	None
v/c Ratio	0.90	0.84	0.81	0.86	0.98	0.27	0.96	0.94	0.61	0.89	0.88	0.39
Control Delay	102.6	46.7	30.2	94.6	60.2	14.5	97.8	78.7	27.2	123.4	80.7	8.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	102.6	46.7	30.2	94.6	60.2	14.5	97.8	78.7	27.2	123.4	80.7	8.1
Queue Length 50th (ft)	147	608	369	143	589	48	258	431	123	130	287	0
Queue Length 95th (ft)	#235	673	564	m#199	#887	m88	#370	#553	233	#260	#378	53
Internal Link Dist (ft)		1071			738			670			1631	
Turn Bay Length (ft)	390		670	375		200	450		200	400		250
Base Capacity (vph)	303	2106	840	303	2121	765	498	855	524	138	614	422
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.90	0.84	0.81	0.86	0.98	0.27	0.96	0.93	0.61	0.89	0.86	0.39

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 65 (41%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow
Natural Cycle: 135
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 10: SW 43rd St Rd/SW 44th Ave & SR 200



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	264	1716	660	252	2016	202	462	770	308	119	514	158
Future Volume (veh/h)	264	1716	660	252	2016	202	462	770	308	119	514	158
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1881	1881	1881	1881	1881	1881	1863	1863	1863
Adj Flow Rate, veh/h	272	1769	464	260	2078	136	476	794	148	123	530	101
Adj No. of Lanes	2	3	1	2	3	1	2	2	1	1	2	1
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	2	2	2	1	1	1	1	1	1	2	2	2
Cap, veh/h	301	2108	656	300	2122	661	500	849	380	139	608	272
Arrive On Green	0.09	0.41	0.41	0.11	0.55	0.55	0.14	0.24	0.24	0.08	0.17	0.17
Sat Flow, veh/h	3442	5085	1583	3476	5136	1599	3476	3574	1599	1774	3539	1583
Grp Volume(v), veh/h	272	1769	464	260	2078	136	476	794	148	123	530	101
Grp Sat Flow(s),veh/h/ln	1721	1695	1583	1738	1712	1599	1738	1787	1599	1774	1770	1583
Q Serve(g_s), s	12.5	50.0	38.8	11.8	63.2	6.9	21.7	34.8	12.4	11.0	23.3	9.0
Cycle Q Clear(g_c), s	12.5	50.0	38.8	11.8	63.2	6.9	21.7	34.8	12.4	11.0	23.3	9.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	301	2108	656	300	2122	661	500	849	380	139	608	272
V/C Ratio(X)	0.90	0.84	0.71	0.87	0.98	0.21	0.95	0.94	0.39	0.89	0.87	0.37
Avail Cap(c_a), veh/h	301	2108	656	304	2122	661	500	856	383	139	615	275
HCM Platoon Ratio	1.00	1.00	1.00	1.33	1.33	1.33	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.61	0.61	0.61
Uniform Delay (d), s/veh	72.3	42.1	38.8	69.9	35.4	22.7	68.0	59.8	51.3	73.1	64.5	58.6
Incr Delay (d2), s/veh	28.6	4.2	6.3	22.2	15.2	0.7	28.6	17.1	0.7	31.6	8.3	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.2	24.2	18.2	6.6	32.5	3.2	12.4	19.2	5.6	6.6	12.1	4.0
LnGrp Delay(d),s/veh	100.9	46.3	45.1	92.1	50.6	23.4	96.6	76.9	51.9	104.6	72.9	59.1
LnGrp LOS	F	D	D	F	D	C	F	E	D	F	E	E
Approach Vol, veh/h		2505			2474			1418			754	
Approach Delay, s/veh		52.0			53.5			80.9			76.2	
Approach LOS		D			D			F			E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	22.0	73.3	19.5	45.2	21.8	73.5	30.0	34.7
Change Period (Y+Rc), s	* 8	7.2	7.0	7.2	* 8	7.2	7.0	7.2
Max Green Setting (Gmax), s	* 14	65.8	12.5	38.3	* 14	65.8	23.0	27.8
Max Q Clear Time (g_c+I1), s	14.5	65.2	13.0	36.8	13.8	52.0	23.7	25.3
Green Ext Time (p_c), s	0.0	0.6	0.0	1.2	0.0	13.5	0.0	1.9

Intersection Summary	
HCM 2010 Ctrl Delay	60.8
HCM 2010 LOS	E

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

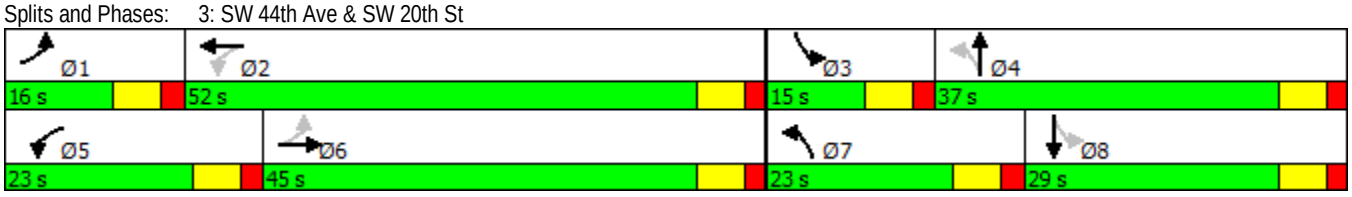
PM Peak Hour Buildout Traffic Conditions (with Background Improvement)

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	106	587	259	214	678	44	203	309	193	89	324	207
Future Volume (vph)	106	587	259	214	678	44	203	309	193	89	324	207
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	0%	0%	0%	2%	2%	2%
Adj. Flow (vph)	116	645	285	235	745	48	223	340	212	98	356	227
Shared Lane Traffic (%)												
Lane Group Flow (vph)	116	930	0	235	793	0	223	552	0	98	583	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6			2			4			8		
Detector Phase	1	6		5	2		7	4		3	8	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	11.3	24.3		11.3	24.3		11.3	24.3		11.3	24.3	
Total Split (s)	16.0	45.0		23.0	52.0		23.0	37.0		15.0	29.0	
Total Split (%)	13.3%	37.5%		19.2%	43.3%		19.2%	30.8%		12.5%	24.2%	
Yellow Time (s)	4.3	4.3		4.3	4.3		4.3	4.3		4.3	4.3	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.3	6.3		6.3	6.3		6.3	6.3		6.3	6.3	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	Min		None	Min		None	None		None	None	
v/c Ratio	0.40	0.86		0.75	0.62		0.70	0.54		0.35	0.83	
Control Delay	20.3	42.9		40.3	30.9		38.2	30.8		28.3	47.2	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	20.3	42.9		40.3	30.9		38.2	30.8		28.3	47.2	
Queue Length 50th (ft)	45	326		113	252		119	156		48	187	
Queue Length 95th (ft)	78	411		#224	318		#194	218		88	#262	
Internal Link Dist (ft)		4996			2796			7224			1805	
Turn Bay Length (ft)	250			500			250			250		
Base Capacity (vph)	310	1278		345	1523		348	1059		294	792	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.37	0.73		0.68	0.52		0.64	0.52		0.33	0.74	

Intersection Summary

Cycle Length: 120
Actuated Cycle Length: 108.8
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 3: SW 44th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	106	587	259	214	678	44	203	309	193	89	324	207
Future Volume (veh/h)	106	587	259	214	678	44	203	309	193	89	324	207
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1881	1881	1900	1900	1900	1900	1863	1863	1900
Adj Flow Rate, veh/h	116	645	285	235	745	48	223	340	212	98	356	227
Adj No. of Lanes	1	2	0	1	2	0	1	2	0	1	2	0
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	1	1	1	1	1	1	0	0	0	2	2	2
Cap, veh/h	317	801	354	313	1289	83	310	563	344	276	429	269
Arrive On Green	0.06	0.33	0.33	0.11	0.38	0.38	0.11	0.26	0.26	0.06	0.21	0.21
Sat Flow, veh/h	1792	2414	1066	1792	3410	220	1810	2155	1318	1774	2091	1311
Grp Volume(v), veh/h	116	478	452	235	390	403	223	284	268	98	300	283
Grp Sat Flow(s),veh/h/ln	1792	1787	1693	1792	1787	1842	1810	1805	1667	1774	1770	1631
Q Serve(g_s), s	4.4	25.4	25.4	8.8	18.1	18.1	9.7	14.4	14.8	4.5	16.9	17.4
Cycle Q Clear(g_c), s	4.4	25.4	25.4	8.8	18.1	18.1	9.7	14.4	14.8	4.5	16.9	17.4
Prop In Lane	1.00		0.63	1.00		0.12	1.00		0.79	1.00		0.80
Lane Grp Cap(c), veh/h	317	593	562	313	676	697	310	472	436	276	363	335
V/C Ratio(X)	0.37	0.81	0.81	0.75	0.58	0.58	0.72	0.60	0.62	0.36	0.83	0.84
Avail Cap(c_a), veh/h	376	664	629	409	784	808	392	532	491	319	385	355
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	21.6	31.8	31.8	23.5	25.8	25.8	28.5	33.7	33.9	30.3	39.6	39.8
Incr Delay (d2), s/veh	0.7	6.6	6.9	5.5	0.8	0.8	4.7	1.5	1.9	0.8	13.2	16.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	13.5	12.9	4.7	9.0	9.3	5.2	7.4	7.0	2.2	9.6	9.3
LnGrp Delay(d),s/veh	22.4	38.3	38.7	29.0	26.6	26.6	33.2	35.3	35.8	31.1	52.9	55.8
LnGrp LOS	C	D	D	C	C	C	C	D	D	C	D	E
Approach Vol, veh/h		1046			1028			775			681	
Approach Delay, s/veh		36.7			27.1			34.8			51.0	
Approach LOS		D			C			C			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.5	45.7	12.4	33.5	17.4	40.9	18.3	27.7
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	9.7	45.7	8.7	30.7	16.7	38.7	16.7	22.7
Max Q Clear Time (g_c+I1), s	6.4	20.1	6.5	16.8	10.8	27.4	11.7	19.4
Green Ext Time (p_c), s	0.1	11.8	0.0	5.9	0.3	7.2	0.3	2.0

Intersection Summary	
HCM 2010 Ctrl Delay	36.3
HCM 2010 LOS	D

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	45	553	59	171	905	114	44	87	160	189	168	77
Future Volume (vph)	45	553	59	171	905	114	44	87	160	189	168	77
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	53	651	69	201	1065	134	52	102	188	222	198	91
Shared Lane Traffic (%)												
Lane Group Flow (vph)	53	651	69	201	1199	0	52	290	0	222	198	91
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	12.0	26.3	26.3	16.3	26.3		15.0	20.0		15.0	20.0	20.0
Total Split (s)	12.0	67.0	67.0	19.0	74.0		15.0	31.0		23.0	39.0	39.0
Total Split (%)	8.6%	47.9%	47.9%	13.6%	52.9%		10.7%	22.1%		16.4%	27.9%	27.9%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.30	0.90	0.09	0.79	0.73		0.17	0.85		0.73	0.40	0.17
Control Delay	19.0	51.8	0.2	46.6	30.2		31.4	63.1		46.2	43.7	0.7
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	19.0	51.8	0.2	46.6	30.2		31.4	63.1		46.2	43.7	0.7
Queue Length 50th (ft)	21	507	0	98	435		28	189		133	138	0
Queue Length 95th (ft)	39	613	0	#201	473		60	#325		#213	220	0
Internal Link Dist (ft)		2796			3003			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	178	967	930	266	2020		335	394		328	518	565
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.30	0.67	0.07	0.76	0.59		0.16	0.74		0.68	0.38	0.16

Intersection Summary

Cycle Length: 140
Actuated Cycle Length: 121.5
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	45	553	59	171	905	114	44	87	160	189	168	77
Future Volume (veh/h)	45	553	59	171	905	114	44	87	160	189	168	77
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1900	1845	1845	1900	1863	1863	1863
Adj Flow Rate, veh/h	53	651	37	201	1065	127	52	102	132	222	198	59
Adj No. of Lanes	1	1	1	1	2	0	1	1	0	1	1	1
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	1	1	1	1	1	1	3	3	3	2	2	2
Cap, veh/h	222	799	679	300	1522	181	296	120	156	303	463	393
Arrive On Green	0.03	0.42	0.42	0.08	0.47	0.47	0.03	0.16	0.16	0.12	0.25	0.25
Sat Flow, veh/h	1792	1881	1599	1792	3217	383	1757	731	946	1774	1863	1583
Grp Volume(v), veh/h	53	651	37	201	591	601	52	0	234	222	198	59
Grp Sat Flow(s),veh/h/ln	1792	1881	1599	1792	1787	1814	1757	0	1678	1774	1863	1583
Q Serve(g_s), s	2.0	36.6	1.6	7.3	31.3	31.4	2.9	0.0	16.3	12.1	10.7	3.5
Cycle Q Clear(g_c), s	2.0	36.6	1.6	7.3	31.3	31.4	2.9	0.0	16.3	12.1	10.7	3.5
Prop In Lane	1.00		1.00	1.00		0.21	1.00		0.56	1.00		1.00
Lane Grp Cap(c), veh/h	222	799	679	300	846	858	296	0	276	303	463	393
V/C Ratio(X)	0.24	0.81	0.05	0.67	0.70	0.70	0.18	0.00	0.85	0.73	0.43	0.15
Avail Cap(c_a), veh/h	245	950	807	340	1006	1021	363	0	345	340	507	431
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	21.2	30.4	20.4	23.8	24.9	25.0	39.8	0.0	48.8	35.4	38.0	35.3
Incr Delay (d2), s/veh	0.5	4.8	0.0	4.3	1.7	1.7	0.3	0.0	14.8	7.1	0.6	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	20.0	0.7	3.9	15.8	16.1	1.5	0.0	8.7	6.5	5.6	1.5
LnGrp Delay(d),s/veh	21.7	35.2	20.4	28.1	26.7	26.7	40.0	0.0	63.5	42.5	38.6	35.4
LnGrp LOS	C	D	C	C	C	C	D		E	D	D	D
Approach Vol, veh/h		741			1393			286			479	
Approach Delay, s/veh		33.5			26.9			59.3			40.0	
Approach LOS		C			C			E			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	10.4	63.2	20.5	26.1	16.3	57.4	10.4	36.2
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	5.7	67.7	16.7	24.7	12.7	60.7	8.7	32.7
Max Q Clear Time (g_c+I1), s	4.0	33.4	14.1	18.3	9.3	38.6	4.9	12.7
Green Ext Time (p_c), s	0.0	15.6	0.2	1.5	0.2	12.4	0.0	2.7

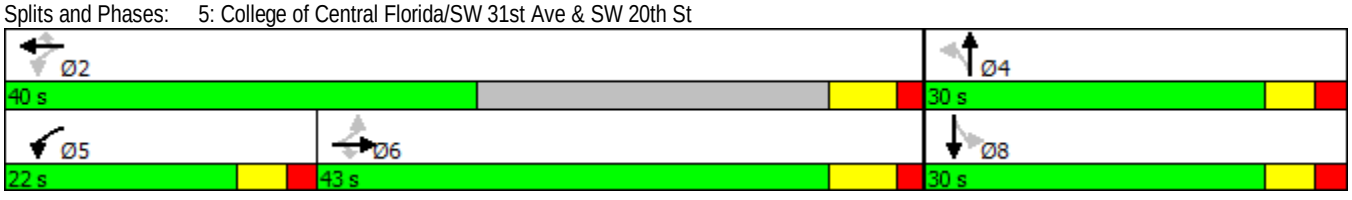
Intersection Summary	
HCM 2010 Ctrl Delay	33.9
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	41	766	65	109	750	78	60	62	120	77	94	107
Future Volume (vph)	41	766	65	109	750	78	60	62	120	77	94	107
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	48	891	76	127	872	91	70	72	140	90	109	124
Shared Lane Traffic (%)												
Lane Group Flow (vph)	48	891	76	127	872	91	70	212	0	90	233	0
Turn Type	Perm	NA	Perm	pm+pt	NA	Perm	Perm	NA		Perm	NA	
Protected Phases		6		5	2			4			8	
Permitted Phases	6		6	2		2	4			8		
Detector Phase	6	6	6	5	2	2	4	4		8	8	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	5.0	15.0	15.0	8.0	8.0		8.0	8.0	
Minimum Split (s)	28.7	28.7	28.7	10.6	28.7	28.7	27.0	27.0		27.0	27.0	
Total Split (s)	43.0	43.0	43.0	22.0	40.0	40.0	30.0	30.0		30.0	30.0	
Total Split (%)	45.3%	45.3%	45.3%	23.2%	42.1%	42.1%	31.6%	31.6%		31.6%	31.6%	
Yellow Time (s)	4.7	4.7	4.7	3.6	4.7	4.7	3.6	3.6		3.6	3.6	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.4	2.4		2.4	2.4	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.7	6.7	6.7	5.6	6.7	6.7	6.0	6.0		6.0	6.0	
Lead/Lag	Lag	Lag	Lag	Lead								
Lead-Lag Optimize?	Yes	Yes	Yes	Yes								
Recall Mode	Min	Min	Min	None	Min	Min	None	None		None	None	
v/c Ratio	0.18	0.96	0.09	0.40	0.71	0.09	0.45	0.55		0.53	0.66	
Control Delay	16.8	45.3	2.6	11.2	13.6	1.7	38.9	21.7		41.1	31.6	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	16.8	45.3	2.6	11.2	13.6	1.7	38.9	21.7		41.1	31.6	
Queue Length 50th (ft)	13	403	0	18	225	0	30	48		40	78	
Queue Length 95th (ft)	41	#775	15	56	430	15	69	108		85	147	
Internal Link Dist (ft)		3003			1127			192			432	
Turn Bay Length (ft)	150		150	350		200	200			150		
Base Capacity (vph)	274	926	838	475	1480	1277	282	618		311	597	
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Reduced v/c Ratio	0.18	0.96	0.09	0.27	0.59	0.07	0.25	0.34		0.29	0.39	

Intersection Summary

Cycle Length: 95
Actuated Cycle Length: 75.3
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 5: College of Central Florida/SW 31st Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	41	766	65	109	750	78	60	62	120	77	94	107
Future Volume (veh/h)	41	766	65	109	750	78	60	62	120	77	94	107
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1881	1881	1881	1900	1863	1863	1900
Adj Flow Rate, veh/h	48	891	57	127	872	77	70	72	113	90	109	101
Adj No. of Lanes	1	1	1	1	1	1	1	1	0	1	1	0
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	1	1	1	1	1	1	1	1	1	2	2	2
Cap, veh/h	260	898	763	209	1152	979	227	146	229	244	197	182
Arrive On Green	0.48	0.48	0.48	0.06	0.61	0.61	0.22	0.22	0.22	0.22	0.22	0.22
Sat Flow, veh/h	594	1881	1599	1792	1881	1599	1178	661	1037	1194	891	826
Grp Volume(v), veh/h	48	891	57	127	872	77	70	0	185	90	0	210
Grp Sat Flow(s),veh/h/ln	594	1881	1599	1792	1881	1599	1178	0	1698	1194	0	1717
Q Serve(g_s), s	4.8	35.8	1.5	2.5	25.5	1.5	4.3	0.0	7.2	5.4	0.0	8.3
Cycle Q Clear(g_c), s	20.0	35.8	1.5	2.5	25.5	1.5	12.5	0.0	7.2	12.7	0.0	8.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.61	1.00		0.48
Lane Grp Cap(c), veh/h	260	898	763	209	1152	979	227	0	375	244	0	379
V/C Ratio(X)	0.18	0.99	0.07	0.61	0.76	0.08	0.31	0.00	0.49	0.37	0.00	0.55
Avail Cap(c_a), veh/h	260	898	763	485	1152	979	339	0	536	358	0	542
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	21.6	19.7	10.8	17.4	10.7	6.0	31.9	0.0	25.9	31.5	0.0	26.3
Incr Delay (d2), s/veh	0.3	28.0	0.0	2.9	2.9	0.0	0.8	0.0	1.0	0.9	0.0	1.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	25.3	0.7	1.5	14.0	0.7	1.4	0.0	3.5	1.8	0.0	4.0
LnGrp Delay(d),s/veh	21.9	47.7	10.8	20.2	13.6	6.0	32.6	0.0	26.9	32.4	0.0	27.6
LnGrp LOS	C	D	B	C	B	A	C		C	C		C
Approach Vol, veh/h		996			1076			255			300	
Approach Delay, s/veh		44.4			13.8			28.5			29.0	
Approach LOS		D			B			C			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		8
Phs Duration (G+Y+Rc), s		53.3		22.8	10.3	43.0		22.8
Change Period (Y+Rc), s		6.7		6.0	5.6	6.7		6.0
Max Green Setting (Gmax), s		33.3		24.0	16.4	36.3		24.0
Max Q Clear Time (g_c+I1), s		27.5		14.5	4.5	37.8		14.7
Green Ext Time (p_c), s		4.8		2.1	0.2	0.0		2.1

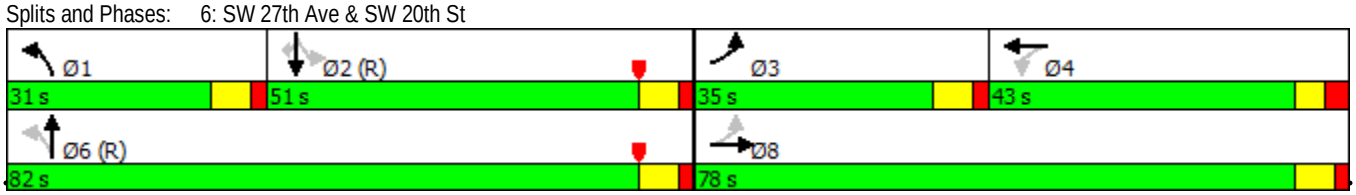
Intersection Summary	
HCM 2010 Ctrl Delay	28.6
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	304	385	328	17	322	77	292	806	22	66	897	308
Future Volume (vph)	304	385	328	17	322	77	292	806	22	66	897	308
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	323	410	349	18	343	82	311	857	23	70	954	328
Shared Lane Traffic (%)												
Lane Group Flow (vph)	323	759	0	18	425	0	311	880	0	70	954	328
Turn Type	pm+pt	NA		Perm	NA		pm+pt	NA		Perm	NA	Perm
Protected Phases	3	8			4		1	6			2	
Permitted Phases	8			4			6			2		2
Detector Phase	3	8		4	4		1	6		2	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	20.0		20.0	20.0	20.0
Minimum Split (s)	13.7	20.0		20.0	20.0		13.7	26.7		26.7	26.7	26.7
Total Split (s)	35.0	78.0		43.0	43.0		31.0	82.0		51.0	51.0	51.0
Total Split (%)	21.9%	48.8%		26.9%	26.9%		19.4%	51.3%		31.9%	31.9%	31.9%
Yellow Time (s)	4.7	4.7		3.6	3.6		4.7	4.7		4.7	4.7	4.7
All-Red Time (s)	2.0	2.0		3.1	3.1		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.7	6.7		6.7	6.7		6.7	6.7		6.7	6.7	6.7
Lead/Lag	Lead			Lag	Lag		Lead			Lag	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes		Yes			Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max		C-Max	C-Max	C-Max
v/c Ratio	0.94	0.95		0.32	0.97		0.98	0.53		0.42	0.96	0.48
Control Delay	81.4	63.2		69.1	95.2		93.2	31.1		56.4	77.8	6.7
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	81.4	63.2		69.1	95.2		93.2	31.1		56.4	77.8	6.7
Queue Length 50th (ft)	283	731		16	~445		277	336		60	521	0
Queue Length 95th (ft)	#463	#1015		46	#680		#485	400		116	#663	79
Internal Link Dist (ft)		941			462			544			1105	
Turn Bay Length (ft)	350			200			300			350		400
Base Capacity (vph)	361	799		57	438		318	1666		168	989	679
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	0.89	0.95		0.32	0.97		0.98	0.53		0.42	0.96	0.48

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 30 (19%), Referenced to phase 2:SBTL and 6:NBTL, Start of Yellow
Natural Cycle: 120
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 6: SW 27th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	304	385	328	17	322	77	292	806	22	66	897	308
Future Volume (veh/h)	304	385	328	17	322	77	292	806	22	66	897	308
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1900	1900	1900	1863	1863	1900	1881	1881	1881
Adj Flow Rate, veh/h	323	410	328	18	343	72	311	857	22	70	954	222
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	1	1	1	0	0	0	2	2	2	1	1	1
Cap, veh/h	344	422	338	61	354	74	327	1694	43	227	1025	458
Arrive On Green	0.16	0.44	0.44	0.23	0.23	0.23	0.15	0.48	0.48	0.29	0.29	0.29
Sat Flow, veh/h	1792	969	775	732	1524	320	1774	3526	91	635	3574	1599
Grp Volume(v), veh/h	323	0	738	18	0	415	311	430	449	70	954	222
Grp Sat Flow(s),veh/h/ln	1792	0	1744	732	0	1844	1774	1770	1847	635	1787	1599
Q Serve(g_s), s	23.6	0.0	66.2	3.5	0.0	35.7	22.5	26.7	26.7	14.1	41.6	18.4
Cycle Q Clear(g_c), s	23.6	0.0	66.2	37.2	0.0	35.7	22.5	26.7	26.7	14.1	41.6	18.4
Prop In Lane	1.00		0.44	1.00		0.17	1.00		0.05	1.00		1.00
Lane Grp Cap(c), veh/h	344	0	760	61	0	428	327	850	887	227	1025	458
V/C Ratio(X)	0.94	0.00	0.97	0.29	0.00	0.97	0.95	0.51	0.51	0.31	0.93	0.48
Avail Cap(c_a), veh/h	371	0	777	61	0	428	327	850	887	227	1025	458
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	48.2	0.0	44.1	78.4	0.0	60.9	48.6	28.5	28.5	45.8	55.5	47.3
Incr Delay (d2), s/veh	30.6	0.0	25.0	2.6	0.0	35.5	36.7	2.1	2.1	3.5	15.8	3.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	17.0	0.0	37.0	0.8	0.0	22.4	17.0	13.5	14.1	2.7	22.8	8.6
LnGrp Delay(d),s/veh	78.8	0.0	69.1	81.0	0.0	96.3	85.3	30.7	30.6	49.3	71.3	50.9
LnGrp LOS	E		E	F		F	F	C	C	D	E	D
Approach Vol, veh/h		1061			433			1190			1246	
Approach Delay, s/veh		72.0			95.7			44.9			66.4	
Approach LOS		E			F			D			E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4		6		8
Phs Duration (G+Y+Rc), s	31.0	52.6	32.6	43.9		83.6		76.4
Change Period (Y+Rc), s	6.7	6.7	6.7	6.7		6.7		6.7
Max Green Setting (Gmax), s	24.3	44.3	28.3	36.3		75.3		71.3
Max Q Clear Time (g_c+I1), s	24.5	43.6	25.6	39.2		28.7		68.2
Green Ext Time (p_c), s	0.0	0.7	0.3	0.0		20.1		1.5

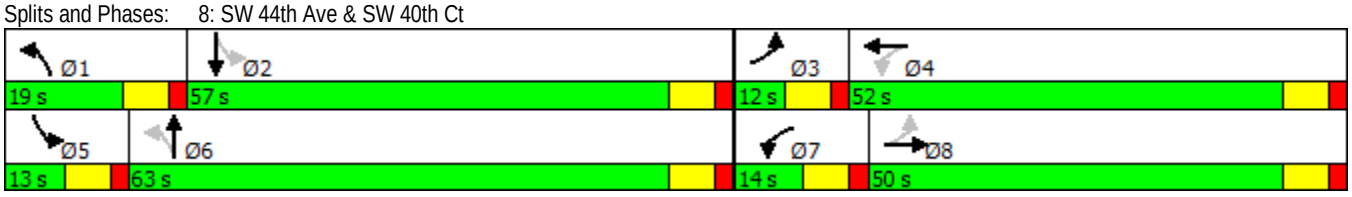
Intersection Summary	
HCM 2010 Ctrl Delay	64.7
HCM 2010 LOS	E

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	95	300	210	101	402	180	185	518	111	117	495	180
Future Volume (vph)	95	300	210	101	402	180	185	518	111	117	495	180
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	4%	4%	4%	2%	2%	2%	0%	0%	0%	4%	4%	4%
Adj. Flow (vph)	98	309	216	104	414	186	191	534	114	121	510	186
Shared Lane Traffic (%)												
Lane Group Flow (vph)	98	525	0	104	600	0	191	648	0	121	696	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	8			4			6			2		
Detector Phase	3	8		7	4		1	6		5	2	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	15.0	20.0		15.0	20.0		15.0	25.0		15.0	25.0	
Total Split (s)	12.0	50.0		14.0	52.0		19.0	63.0		13.0	57.0	
Total Split (%)	8.6%	35.7%		10.0%	37.1%		13.6%	45.0%		9.3%	40.7%	
Yellow Time (s)	4.8	4.8		4.8	4.8		4.8	4.8		4.8	4.8	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.8	6.8		6.8	6.8		6.8	6.8		6.8	6.8	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	Min		None	Min	
v/c Ratio	0.54	0.82		0.42	0.87		0.74	0.62		0.53	0.81	
Control Delay	32.6	45.5		24.2	49.4		41.2	37.4		33.6	47.8	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	32.6	45.5		24.2	49.4		41.2	37.4		33.6	47.8	
Queue Length 50th (ft)	40	348		43	415		96	217		59	252	
Queue Length 95th (ft)	83	#600		87	#708		#163	277		99	322	
Internal Link Dist (ft)		1473			795			1631			7224	
Turn Bay Length (ft)	255			255								
Base Capacity (vph)	180	641		248	687		268	1677		227	1433	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.54	0.82		0.42	0.87		0.71	0.39		0.53	0.49	

Intersection Summary

Cycle Length: 140
Actuated Cycle Length: 119
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 8: SW 44th Ave & SW 40th Ct



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	95	300	210	101	402	180	185	518	111	117	495	180
Future Volume (veh/h)	95	300	210	101	402	180	185	518	111	117	495	180
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1827	1827	1900	1863	1863	1900	1900	1900	1900	1827	1827	1900
Adj Flow Rate, veh/h	98	309	216	104	414	186	191	534	114	121	510	186
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	0
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	4	4	4	2	2	2	0	0	0	4	4	4
Cap, veh/h	163	355	248	210	442	199	294	941	200	276	693	251
Arrive On Green	0.04	0.35	0.35	0.05	0.36	0.36	0.09	0.32	0.32	0.05	0.28	0.28
Sat Flow, veh/h	1740	1002	701	1774	1219	547	1810	2964	630	1740	2497	906
Grp Volume(v), veh/h	98	0	525	104	0	600	191	324	324	121	354	342
Grp Sat Flow(s),veh/h/ln	1740	0	1703	1774	0	1766	1810	1805	1789	1740	1736	1667
Q Serve(g_s), s	4.3	0.0	34.8	4.5	0.0	39.6	9.0	18.1	18.2	6.1	22.4	22.6
Cycle Q Clear(g_c), s	4.3	0.0	34.8	4.5	0.0	39.6	9.0	18.1	18.2	6.1	22.4	22.6
Prop In Lane	1.00		0.41	1.00		0.31	1.00		0.35	1.00		0.54
Lane Grp Cap(c), veh/h	163	0	603	210	0	641	294	573	568	276	481	462
V/C Ratio(X)	0.60	0.00	0.87	0.50	0.00	0.94	0.65	0.57	0.57	0.44	0.73	0.74
Avail Cap(c_a), veh/h	163	0	609	223	0	661	311	840	832	276	721	693
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	30.2	0.0	36.4	28.3	0.0	37.1	29.7	34.3	34.4	30.1	39.6	39.7
Incr Delay (d2), s/veh	6.1	0.0	12.9	1.8	0.0	20.5	4.4	0.9	0.9	1.1	2.2	2.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.3	0.0	18.5	2.3	0.0	23.0	4.8	9.2	9.1	2.9	11.0	10.7
LnGrp Delay(d),s/veh	36.3	0.0	49.3	30.1	0.0	57.6	34.1	35.2	35.3	31.2	41.8	42.0
LnGrp LOS	D		D	C		E	C	D	D	C	D	D
Approach Vol, veh/h		623			704			839			817	
Approach Delay, s/veh		47.3			53.5			35.0			40.3	
Approach LOS		D			D			C			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	17.8	40.3	12.0	50.7	13.0	45.2	13.1	49.6
Change Period (Y+Rc), s	6.8	6.8	6.8	6.8	6.8	6.8	6.8	6.8
Max Green Setting (Gmax), s	12.2	50.2	5.2	45.2	6.2	56.2	7.2	43.2
Max Q Clear Time (g_c+I1), s	11.0	24.6	6.3	41.6	8.1	20.2	6.5	36.8
Green Ext Time (p_c), s	0.1	9.0	0.0	2.3	0.0	9.9	0.0	3.7

Intersection Summary	
HCM 2010 Ctrl Delay	43.4
HCM 2010 LOS	D

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	283	1716	660	252	2016	212	462	815	308	129	560	177
Future Volume (vph)	283	1716	660	252	2016	212	462	815	308	129	560	177
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	292	1769	680	260	2078	219	476	840	318	133	577	182
Shared Lane Traffic (%)												
Lane Group Flow (vph)	292	1769	680	260	2078	219	476	840	318	133	577	182
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases			6			2			4			8
Detector Phase	1	6	6	5	2	2	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	7.0	20.0	20.0	7.0	20.0	20.0	7.0	20.0	20.0	7.0	20.0	20.0
Minimum Split (s)	15.0	27.2	27.2	15.0	27.2	27.2	14.0	27.2	27.2	15.0	28.2	28.2
Total Split (s)	22.0	73.0	73.0	22.0	73.0	73.0	30.0	45.5	45.5	19.5	35.0	35.0
Total Split (%)	13.8%	45.6%	45.6%	13.8%	45.6%	45.6%	18.8%	28.4%	28.4%	12.2%	21.9%	21.9%
Yellow Time (s)	5.2	5.2	5.2	5.2	5.2	5.2	4.0	5.2	5.2	4.0	5.2	5.2
All-Red Time (s)	2.8	2.0	2.0	2.8	2.0	2.0	3.0	2.0	2.0	3.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	8.0	7.2	7.2	8.0	7.2	7.2	7.0	7.2	7.2	7.0	7.2	7.2
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None	None	None	None	None
v/c Ratio	0.97	0.85	0.81	0.86	0.98	0.29	0.96	0.98	0.61	0.96	0.94	0.43
Control Delay	116.9	47.2	30.7	94.9	61.2	15.4	97.8	86.5	27.7	138.8	88.8	11.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	116.9	47.2	30.7	94.9	61.2	15.4	97.8	86.5	27.7	138.8	88.8	11.1
Queue Length 50th (ft)	159	608	373	143	590	53	258	464	126	141	317	3
Queue Length 95th (ft)	#260	673	569	m#199	#887	m96	#370	#605	236	#286	#434	74
Internal Link Dist (ft)		1071			738			670			1631	
Turn Bay Length (ft)	390		670	375		200	450		200	400		250
Base Capacity (vph)	300	2093	835	303	2112	762	498	855	521	138	614	422
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.97	0.85	0.81	0.86	0.98	0.29	0.96	0.98	0.61	0.96	0.94	0.43

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 65 (41%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 10: SW 43rd St Rd/SW 44th Ave & SR 200



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	283	1716	660	252	2016	212	462	815	308	129	560	177
Future Volume (veh/h)	283	1716	660	252	2016	212	462	815	308	129	560	177
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1881	1881	1881	1881	1881	1881	1863	1863	1863
Adj Flow Rate, veh/h	292	1769	464	260	2078	147	476	840	148	133	577	120
Adj No. of Lanes	2	3	1	2	3	1	2	2	1	1	2	1
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	2	2	2	1	1	1	1	1	1	2	2	2
Cap, veh/h	301	2098	653	300	2112	658	500	856	383	139	615	275
Arrive On Green	0.09	0.41	0.41	0.11	0.55	0.55	0.14	0.24	0.24	0.08	0.17	0.17
Sat Flow, veh/h	3442	5085	1583	3476	5136	1599	3476	3574	1599	1774	3539	1583
Grp Volume(v), veh/h	292	1769	464	260	2078	147	476	840	148	133	577	120
Grp Sat Flow(s),veh/h/ln	1721	1695	1583	1738	1712	1599	1738	1787	1599	1774	1770	1583
Q Serve(g_s), s	13.5	50.1	39.0	11.8	63.5	7.6	21.7	37.4	12.4	12.0	25.8	10.8
Cycle Q Clear(g_c), s	13.5	50.1	39.0	11.8	63.5	7.6	21.7	37.4	12.4	12.0	25.8	10.8
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	301	2098	653	300	2112	658	500	856	383	139	615	275
V/C Ratio(X)	0.97	0.84	0.71	0.87	0.98	0.22	0.95	0.98	0.39	0.96	0.94	0.44
Avail Cap(c_a), veh/h	301	2098	653	304	2112	658	500	856	383	139	615	275
HCM Platoon Ratio	1.00	1.00	1.00	1.33	1.33	1.33	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.56	0.56	0.56
Uniform Delay (d), s/veh	72.8	42.3	39.1	69.9	35.7	23.1	68.0	60.5	51.0	73.5	65.3	59.1
Incr Delay (d2), s/veh	43.5	4.3	6.4	22.2	16.1	0.8	28.6	26.2	0.6	45.9	14.7	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.3	24.3	18.2	6.6	32.9	3.5	12.4	21.5	5.6	7.6	13.8	4.8
LnGrp Delay(d),s/veh	116.3	46.7	45.5	92.1	51.9	23.8	96.6	86.7	51.6	119.4	80.0	59.7
LnGrp LOS	F	D	D	F	D	C	F	F	D	F	E	E
Approach Vol, veh/h		2525			2485			1464			830	
Approach Delay, s/veh		54.5			54.4			86.4			83.4	
Approach LOS		D			D			F			F	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	22.0	73.0	19.5	45.5	21.8	73.2	30.0	35.0
Change Period (Y+Rc), s	* 8	7.2	7.0	7.2	* 8	7.2	7.0	7.2
Max Green Setting (Gmax), s	* 14	65.8	12.5	38.3	* 14	65.8	23.0	27.8
Max Q Clear Time (g_c+I1), s	15.5	65.5	14.0	39.4	13.8	52.1	23.7	27.8
Green Ext Time (p_c), s	0.0	0.3	0.0	0.0	0.0	13.4	0.0	0.0

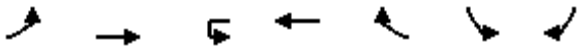
Intersection Summary	
HCM 2010 Ctrl Delay	64.1
HCM 2010 LOS	E

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

AM Peak Hour Existing Traffic Conditions



Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	101	581	0	328	45	24	60
Future Volume (vph)	101	581	0	328	45	24	60
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	4%	4%	4%	5%	5%
Adj. Flow (vph)	113	653	0	369	51	27	67
Shared Lane Traffic (%)							
Lane Group Flow (vph)	113	653	0	420	0	27	67
Sign Control		Free		Free		Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	101	581	0	328	45	24	60
Future Vol, veh/h	101	581	0	328	45	24	60
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	250	-	250	-	-	0	0
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	4	4	4	5	5
Mvmt Flow	113	653	0	369	51	27	67

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	419	0	476	-	0	947	210
Stage 1	-	-	-	-	-	394	-
Stage 2	-	-	-	-	-	553	-
Critical Hdwy	4.14	-	6.48	-	-	6.9	7
Critical Hdwy Stg 1	-	-	-	-	-	5.9	-
Critical Hdwy Stg 2	-	-	-	-	-	5.9	-
Follow-up Hdwy	2.22	-	2.54	-	-	3.55	3.35
Pot Cap-1 Maneuver	1137	-	708	-	-	254	786
Stage 1	-	-	-	-	-	642	-
Stage 2	-	-	-	-	-	532	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	1137	-	708	-	-	229	786
Mov Cap-2 Maneuver	-	-	-	-	-	229	-
Stage 1	-	-	-	-	-	642	-
Stage 2	-	-	-	-	-	479	-

Approach	EB	WB	SB
HCM Control Delay, s	1.3	0	13.7
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1137	-	708	-	-	229	786
HCM Lane V/C Ratio	0.1	-	-	-	-	0.118	0.086
HCM Control Delay (s)	8.5	-	0	-	-	22.8	10
HCM Lane LOS	A	-	A	-	-	C	B
HCM 95th %tile Q(veh)	0.3	-	0	-	-	0.4	0.3

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	35	557	32	80	311	131	38	74	161	58	24	18
Future Volume (vph)	35	557	32	80	311	131	38	74	161	58	24	18
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	3%	3%	3%	11%	11%	11%
Adj. Flow (vph)	38	612	35	88	342	144	42	81	177	64	26	20
Shared Lane Traffic (%)												
Lane Group Flow (vph)	38	612	35	88	486	0	42	258	0	64	26	20
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	10.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	16.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	20.0	65.0	65.0	20.0	65.0		20.0	25.0		20.0	25.0	25.0
Total Split (%)	15.4%	50.0%	50.0%	15.4%	50.0%		15.4%	19.2%		15.4%	19.2%	19.2%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.08	0.79	0.05	0.26	0.61		0.11	0.71		0.24	0.07	0.05
Control Delay	11.1	35.2	0.1	13.0	24.9		28.3	42.5		30.0	38.8	0.2
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	11.1	35.2	0.1	13.0	24.9		28.3	42.5		30.0	38.8	0.2
Queue Length 50th (ft)	11	355	0	26	250		18	113		28	14	0
Queue Length 95th (ft)	27	536	0	52	380		53	#295		75	45	0
Internal Link Dist (ft)		2796			1461			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	519	1207	1073	402	1139		480	434		355	448	478
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.07	0.51	0.03	0.22	0.43		0.09	0.59		0.18	0.06	0.04

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 93.6
Natural Cycle: 80
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St

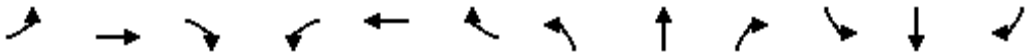


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	35	557	32	80	311	131	38	74	161	58	24	18
Future Volume (veh/h)	35	557	32	80	311	131	38	74	161	58	24	18
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1827	1827	1900	1845	1845	1900	1712	1712	1712
Adj Flow Rate, veh/h	38	612	21	88	342	133	42	81	118	64	26	5
Adj No. of Lanes	1	1	1	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	4	4	4	3	3	3	11	11	11
Cap, veh/h	419	756	643	354	551	214	344	100	146	194	267	227
Arrive On Green	0.07	0.41	0.41	0.10	0.44	0.44	0.04	0.15	0.15	0.05	0.16	0.16
Sat Flow, veh/h	1774	1863	1583	1740	1253	487	1757	680	990	1630	1712	1455
Grp Volume(v), veh/h	38	612	21	88	0	475	42	0	199	64	26	5
Grp Sat Flow(s),veh/h/ln	1774	1863	1583	1740	0	1741	1757	0	1670	1630	1712	1455
Q Serve(g_s), s	1.0	24.6	0.7	2.2	0.0	17.8	1.7	0.0	9.8	2.8	1.1	0.2
Cycle Q Clear(g_c), s	1.0	24.6	0.7	2.2	0.0	17.8	1.7	0.0	9.8	2.8	1.1	0.2
Prop In Lane	1.00		1.00	1.00		0.28	1.00		0.59	1.00		1.00
Lane Grp Cap(c), veh/h	419	756	643	354	0	765	344	0	245	194	267	227
V/C Ratio(X)	0.09	0.81	0.03	0.25	0.00	0.62	0.12	0.00	0.81	0.33	0.10	0.02
Avail Cap(c_a), veh/h	582	1293	1099	456	0	1208	564	0	369	383	378	322
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	13.3	22.2	15.1	14.8	0.0	18.3	28.8	0.0	34.9	29.3	30.6	30.2
Incr Delay (d2), s/veh	0.1	2.1	0.0	0.4	0.0	0.8	0.2	0.0	8.0	1.0	0.2	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	13.0	0.3	1.1	0.0	8.6	0.8	0.0	5.0	1.3	0.5	0.1
LnGrp Delay(d),s/veh	13.4	24.4	15.1	15.1	0.0	19.1	29.0	0.0	42.9	30.3	30.8	30.3
LnGrp LOS	B	C	B	B		B	C		D	C	C	C
Approach Vol, veh/h		671			563			241			95	
Approach Delay, s/veh		23.5			18.5			40.5			30.4	
Approach LOS		C			B			D			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.2	43.5	10.2	18.7	15.0	40.6	9.4	19.5
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	13.7	58.7	13.7	18.7	13.7	58.7	13.7	18.7
Max Q Clear Time (g_c+I1), s	3.0	19.8	4.8	11.8	4.2	26.6	3.7	3.1
Green Ext Time (p_c), s	0.0	8.0	0.1	0.7	0.1	7.7	0.0	1.1

Intersection Summary	
HCM 2010 Ctrl Delay	24.7
HCM 2010 LOS	C

AM Peak Hour Future Year Background Traffic Conditions



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	107	696	268	74	392	25	145	290	145	62	205	144
Future Volume (vph)	107	696	268	74	392	25	145	290	145	62	205	144
Peak Hour Factor	0.89	0.89	0.92	0.92	0.89	0.89	0.92	0.92	0.92	0.89	0.92	0.89
Heavy Vehicles (%)	2%	2%	2%	2%	4%	4%	2%	2%	2%	5%	2%	5%
Adj. Flow (vph)	120	782	291	80	440	28	158	315	158	70	223	162
Shared Lane Traffic (%)												
Lane Group Flow (vph)	120	1073	0	80	468	0	158	473	0	70	385	0
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	107	696	268	74	392	25	145	290	145	62	205	144
Future Vol, veh/h	107	696	268	74	392	25	145	290	145	62	205	144
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	250	-	-	250	-	-	250	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	92	92	89	89	92	92	92	89	92	89
Heavy Vehicles, %	2	2	2	2	4	4	2	2	2	5	2	5
Mvmt Flow	120	782	291	80	440	28	158	315	158	70	223	162

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	469	0	0	1073	0	0	1661	1797	537	1404	1929	234
Stage 1	-	-	-	-	-	-	1168	1168	-	615	615	-
Stage 2	-	-	-	-	-	-	493	629	-	789	1314	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.6	6.54	7
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.6	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.6	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.55	4.02	3.35
Pot Cap-1 Maneuver	1089	-	-	645	-	-	~ 64	~ 79	488	97	~ 66	759
Stage 1	-	-	-	-	-	-	206	~ 266	-	438	480	-
Stage 2	-	-	-	-	-	-	526	474	-	343	226	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1089	-	-	645	-	-	-	~ 62	488	-	~ 51	759
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	~ 62	-	-	~ 51	-
Stage 1	-	-	-	-	-	-	183	~ 237	-	390	420	-
Stage 2	-	-	-	-	-	-	170	415	-	-	~ 201	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.9	1.7		
HCM LOS			-	-

Minor Lane/Major Mvmt	NBLn1	NBLn2	NBLn3	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2	SBLn3
Capacity (veh/h)	-	62	110	1089	-	-	645	-	-	-	51	114
HCM Lane V/C Ratio	-	2.542	2.866	0.11	-	-	0.125	-	-	-	2.185	2.397
HCM Control Delay (s)	-	$ 842.2	$ 924.8	8.7	-	-	11.4	-	-	-	$ 716.9	$ 715.2
HCM Lane LOS	-	F	F	A	-	-	B	-	-	-	F	F
HCM 95th %tile Q(veh)	-	15.7	29.6	0.4	-	-	0.4	-	-	-	11.3	24.1

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	49	825	97	113	563	75	44	87	160	68	60	23
Future Volume (vph)	49	825	97	113	563	75	44	87	160	68	60	23
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	3%	3%	3%	11%	11%	11%
Adj. Flow (vph)	54	907	107	124	619	82	48	96	176	75	66	25
Shared Lane Traffic (%)												
Lane Group Flow (vph)	54	907	107	124	701	0	48	272	0	75	66	25
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	10.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	16.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	20.0	65.0	65.0	20.0	65.0		20.0	25.0		20.0	25.0	25.0
Total Split (%)	15.4%	50.0%	50.0%	15.4%	50.0%		15.4%	19.2%		15.4%	19.2%	19.2%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.16	1.00	0.13	0.57	0.73		0.16	0.90		0.41	0.24	0.07
Control Delay	11.3	61.1	2.1	32.8	30.5		34.7	73.0		40.8	48.1	0.4
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	11.3	61.1	2.1	32.8	30.5		34.7	73.0		40.8	48.1	0.4
Queue Length 50th (ft)	16	~761	0	49	455		28	170		45	46	0
Queue Length 95th (ft)	35	#1102	20	116	664		61	#357		87	93	0
Internal Link Dist (ft)		2796			1461			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	397	911	842	255	955		363	309		232	289	356
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.14	1.00	0.13	0.49	0.73		0.13	0.88		0.32	0.23	0.07

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 120.7
Natural Cycle: 100
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	49	825	97	113	563	75	44	87	160	68	60	23
Future Volume (veh/h)	49	825	97	113	563	75	44	87	160	68	60	23
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1827	1827	1900	1845	1845	1900	1712	1712	1712
Adj Flow Rate, veh/h	54	907	93	124	619	71	48	96	117	75	66	10
Adj No. of Lanes	1	1	1	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	4	4	4	3	3	3	11	11	11
Cap, veh/h	347	933	793	225	828	95	290	110	133	168	278	236
Arrive On Green	0.07	0.50	0.50	0.08	0.51	0.51	0.03	0.14	0.14	0.05	0.16	0.16
Sat Flow, veh/h	1774	1863	1583	1740	1610	185	1757	758	924	1630	1712	1455
Grp Volume(v), veh/h	54	907	93	124	0	690	48	0	213	75	66	10
Grp Sat Flow(s),veh/h/ln	1774	1863	1583	1740	0	1794	1757	0	1682	1630	1712	1455
Q Serve(g_s), s	1.6	54.7	3.6	3.7	0.0	35.0	2.7	0.0	14.3	4.5	3.9	0.7
Cycle Q Clear(g_c), s	1.6	54.7	3.6	3.7	0.0	35.0	2.7	0.0	14.3	4.5	3.9	0.7
Prop In Lane	1.00		1.00	1.00		0.10	1.00		0.55	1.00		1.00
Lane Grp Cap(c), veh/h	347	933	793	225	0	923	290	0	243	168	278	236
V/C Ratio(X)	0.16	0.97	0.12	0.55	0.00	0.75	0.17	0.00	0.88	0.45	0.24	0.04
Avail Cap(c_a), veh/h	431	946	804	284	0	923	438	0	272	277	278	236
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	16.1	28.1	15.3	25.0	0.0	22.1	40.1	0.0	48.4	40.1	42.2	40.8
Incr Delay (d2), s/veh	0.2	22.5	0.1	2.1	0.0	3.4	0.3	0.0	24.2	1.8	0.4	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	33.8	1.6	2.1	0.0	18.1	1.3	0.0	8.3	2.1	1.9	0.3
LnGrp Delay(d),s/veh	16.3	50.6	15.4	27.1	0.0	25.5	40.4	0.0	72.6	41.9	42.6	40.9
LnGrp LOS	B	D	B	C		C	D		E	D	D	D
Approach Vol, veh/h		1054			814			261			151	
Approach Delay, s/veh		45.7			25.7			66.6			42.2	
Approach LOS		D			C			E			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	14.5	65.7	12.3	23.0	16.1	64.2	10.2	25.0
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	13.7	58.7	13.7	18.7	13.7	58.7	13.7	18.7
Max Q Clear Time (g_c+I1), s	3.6	37.0	6.5	16.3	5.7	56.7	4.7	5.9
Green Ext Time (p_c), s	0.1	11.8	0.1	0.4	0.2	1.1	0.0	1.3

Intersection Summary	
HCM 2010 Ctrl Delay	40.7
HCM 2010 LOS	D

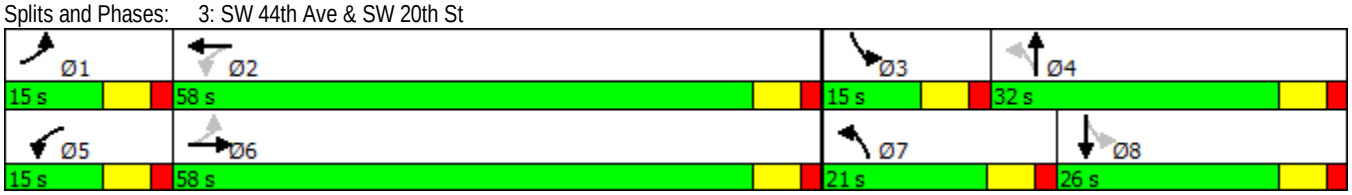
AM Peak Hour Future Year Background Traffic Conditions with Improvement

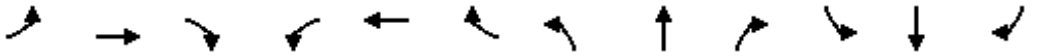
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	107	696	268	74	392	25	145	290	145	62	205	144
Future Volume (vph)	107	696	268	74	392	25	145	290	145	62	205	144
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	2%	2%	2%	5%	5%	5%
Adj. Flow (vph)	120	782	301	83	440	28	163	326	163	70	230	162
Shared Lane Traffic (%)												
Lane Group Flow (vph)	120	1083	0	83	468	0	163	489	0	70	392	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6			2			4			8		
Detector Phase	1	6		5	2		7	4		3	8	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	11.3	24.3		11.3	24.3		11.3	24.3		11.3	24.3	
Total Split (s)	15.0	58.0		15.0	58.0		21.0	32.0		15.0	26.0	
Total Split (%)	12.5%	48.3%		12.5%	48.3%		17.5%	26.7%		12.5%	21.7%	
Yellow Time (s)	4.3	4.3		4.3	4.3		4.3	4.3		4.3	4.3	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.3	6.3		6.3	6.3		6.3	6.3		6.3	6.3	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	Min		None	Min		None	None		None	None	
v/c Ratio	0.27	0.78		0.36	0.38		0.49	0.59		0.26	0.68	
Control Delay	13.9	29.1		16.8	22.6		30.9	34.9		28.2	34.2	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	13.9	29.1		16.8	22.6		30.9	34.9		28.2	34.2	
Queue Length 50th (ft)	35	296		24	105		74	132		30	83	
Queue Length 95th (ft)	72	415		53	160		146	213		71	152	
Internal Link Dist (ft)		2458			2796			1229			1805	
Turn Bay Length (ft)	250			250			250			250		
Base Capacity (vph)	455	2006		249	2013		385	1023		293	816	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.26	0.54		0.33	0.23		0.42	0.48		0.24	0.48	

Intersection Summary

Cycle Length: 120
Actuated Cycle Length: 94.3
Natural Cycle: 80
Control Type: Actuated-Uncoordinated

Splits and Phases: 3: SW 44th Ave & SW 20th St





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	107	696	268	74	392	25	145	290	145	62	205	144
Future Volume (veh/h)	107	696	268	74	392	25	145	290	145	62	205	144
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1827	1827	1900	1863	1863	1900	1810	1810	1900
Adj Flow Rate, veh/h	120	782	301	83	440	28	163	326	163	70	230	162
Adj No. of Lanes	1	2	0	1	2	0	1	2	0	1	2	0
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	4	4	4	2	2	2	5	5	5
Cap, veh/h	464	1019	392	233	1315	83	305	509	249	237	335	227
Arrive On Green	0.06	0.41	0.41	0.05	0.40	0.40	0.10	0.22	0.22	0.05	0.17	0.17
Sat Flow, veh/h	1774	2501	962	1740	3315	210	1774	2304	1129	1723	1966	1329
Grp Volume(v), veh/h	120	553	530	83	230	238	163	249	240	70	200	192
Grp Sat Flow(s),veh/h/ln	1774	1770	1693	1740	1736	1790	1774	1770	1664	1723	1719	1575
Q Serve(g_s), s	3.6	24.5	24.5	2.5	8.4	8.4	6.7	11.6	12.0	3.0	9.9	10.5
Cycle Q Clear(g_c), s	3.6	24.5	24.5	2.5	8.4	8.4	6.7	11.6	12.0	3.0	9.9	10.5
Prop In Lane	1.00		0.57	1.00		0.12	1.00		0.68	1.00		0.84
Lane Grp Cap(c), veh/h	464	721	690	233	688	710	305	391	367	237	293	269
V/C Ratio(X)	0.26	0.77	0.77	0.36	0.33	0.34	0.53	0.64	0.65	0.30	0.68	0.72
Avail Cap(c_a), veh/h	529	1006	963	316	987	1018	421	500	470	323	373	341
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	14.9	23.2	23.2	18.3	19.1	19.1	27.4	32.1	32.3	29.4	35.4	35.6
Incr Delay (d2), s/veh	0.3	2.4	2.5	0.9	0.3	0.3	1.5	1.7	2.1	0.7	3.5	5.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.8	12.3	11.8	1.3	4.1	4.2	3.4	5.9	5.7	1.5	5.0	4.9
LnGrp Delay(d),s/veh	15.2	25.6	25.7	19.3	19.4	19.4	28.9	33.8	34.4	30.1	38.9	40.7
LnGrp LOS	B	C	C	B	B	B	C	C	C	C	D	D
Approach Vol, veh/h		1203			551			652			462	
Approach Delay, s/veh		24.6			19.3			32.8			38.3	
Approach LOS		C			B			C			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.7	42.4	10.5	26.4	10.7	43.4	15.1	21.8
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	8.7	51.7	8.7	25.7	8.7	51.7	14.7	19.7
Max Q Clear Time (g_c+I1), s	5.6	10.4	5.0	14.0	4.5	26.5	8.7	12.5
Green Ext Time (p_c), s	0.1	12.4	0.0	4.1	0.1	10.5	0.2	3.0

Intersection Summary	
HCM 2010 Ctrl Delay	27.7
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	49	825	97	113	563	75	44	87	160	68	60	23
Future Volume (vph)	49	825	97	113	563	75	44	87	160	68	60	23
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	3%	3%	3%	11%	11%	11%
Adj. Flow (vph)	54	907	107	124	619	82	48	96	176	75	66	25
Shared Lane Traffic (%)												
Lane Group Flow (vph)	54	907	107	124	701	0	48	272	0	75	66	25
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	12.0	26.3	26.3	16.3	26.3		15.0	20.0		15.0	20.0	20.0
Total Split (s)	17.0	86.0	86.0	17.0	86.0		12.0	25.0		12.0	25.0	25.0
Total Split (%)	12.1%	61.4%	61.4%	12.1%	61.4%		8.6%	17.9%		8.6%	17.9%	17.9%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.12	0.92	0.12	0.58	0.35		0.18	0.90		0.59	0.25	0.08
Control Delay	8.2	41.5	1.8	33.0	14.3		43.8	75.5		63.7	55.0	0.4
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	8.2	41.5	1.8	33.0	14.3		43.8	75.5		63.7	55.0	0.4
Queue Length 50th (ft)	14	667	0	43	158		32	187		51	50	0
Queue Length 95th (ft)	29	893	20	115	202		72	#400		#121	104	0
Internal Link Dist (ft)		2796			1461			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	524	1221	1080	216	2270		268	302		127	263	328
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.10	0.74	0.10	0.57	0.31		0.18	0.90		0.59	0.25	0.08

Intersection Summary

Cycle Length: 140
Actuated Cycle Length: 124.3
Natural Cycle: 110
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	49	825	97	113	563	75	44	87	160	68	60	23
Future Volume (veh/h)	49	825	97	113	563	75	44	87	160	68	60	23
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1827	1827	1900	1845	1845	1900	1712	1712	1712
Adj Flow Rate, veh/h	54	907	93	124	619	71	48	96	117	75	66	10
Adj No. of Lanes	1	1	1	1	2	0	1	1	0	1	1	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	4	4	4	3	3	3	11	11	11
Cap, veh/h	477	1007	856	248	1834	210	269	107	130	146	263	223
Arrive On Green	0.03	0.54	0.54	0.08	0.58	0.58	0.03	0.14	0.14	0.04	0.15	0.15
Sat Flow, veh/h	1774	1863	1583	1740	3140	360	1757	758	924	1630	1712	1455
Grp Volume(v), veh/h	54	907	93	124	342	348	48	0	213	75	66	10
Grp Sat Flow(s),veh/h/ln	1774	1863	1583	1740	1736	1763	1757	0	1682	1630	1712	1455
Q Serve(g_s), s	1.7	55.8	3.7	3.7	13.0	13.1	3.0	0.0	15.9	5.0	4.3	0.7
Cycle Q Clear(g_c), s	1.7	55.8	3.7	3.7	13.0	13.1	3.0	0.0	15.9	5.0	4.3	0.7
Prop In Lane	1.00		1.00	1.00		0.20	1.00		0.55	1.00		1.00
Lane Grp Cap(c), veh/h	477	1007	856	248	1014	1030	269	0	237	146	263	223
V/C Ratio(X)	0.11	0.90	0.11	0.50	0.34	0.34	0.18	0.00	0.90	0.51	0.25	0.04
Avail Cap(c_a), veh/h	566	1160	986	259	1081	1098	291	0	246	146	263	223
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.2	26.3	14.4	25.9	13.8	13.8	45.0	0.0	54.1	45.6	47.7	46.2
Incr Delay (d2), s/veh	0.1	8.9	0.1	1.6	0.2	0.2	0.3	0.0	31.5	3.0	0.5	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	31.0	1.6	2.5	6.3	6.4	1.5	0.0	9.5	2.4	2.1	0.3
LnGrp Delay(d),s/veh	12.3	35.3	14.4	27.4	14.0	14.0	45.3	0.0	85.6	48.6	48.2	46.2
LnGrp LOS	B	D	B	C	B	B	D		F	D	D	D
Approach Vol, veh/h		1054			814			261			151	
Approach Delay, s/veh		32.3			16.0			78.2			48.2	
Approach LOS		C			B			E			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	10.6	81.1	12.0	24.3	16.2	75.4	10.4	25.9
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	10.7	79.7	5.7	18.7	10.7	79.7	5.7	18.7
Max Q Clear Time (g_c+I1), s	3.7	15.1	7.0	17.9	5.7	57.8	5.0	6.3
Green Ext Time (p_c), s	0.0	16.4	0.0	0.1	0.1	11.3	0.0	1.3

Intersection Summary	
HCM 2010 Ctrl Delay	32.8
HCM 2010 LOS	C

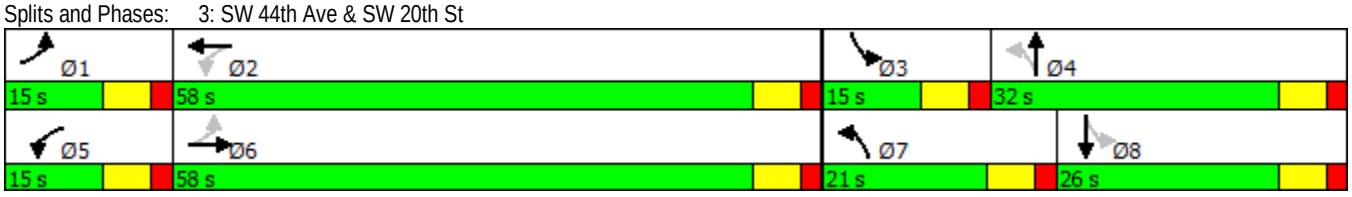
AM Peak Hour Buildout Traffic Conditions (with Background Improvement)

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	123	709	299	137	381	25	193	311	189	62	228	144
Future Volume (vph)	123	709	299	137	381	25	193	311	189	62	228	144
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	2%	2%	2%	5%	5%	5%
Adj. Flow (vph)	138	797	336	154	428	28	217	349	212	70	256	162
Shared Lane Traffic (%)												
Lane Group Flow (vph)	138	1133	0	154	456	0	217	561	0	70	418	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6			2			4			8		
Detector Phase	1	6		5	2		7	4		3	8	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	11.3	24.3		11.3	24.3		11.3	24.3		11.3	24.3	
Total Split (s)	15.0	58.0		15.0	58.0		21.0	32.0		15.0	26.0	
Total Split (%)	12.5%	48.3%		12.5%	48.3%		17.5%	26.7%		12.5%	21.7%	
Yellow Time (s)	4.3	4.3		4.3	4.3		4.3	4.3		4.3	4.3	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.3	6.3		6.3	6.3		6.3	6.3		6.3	6.3	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	Min		None	Min		None	None		None	None	
v/c Ratio	0.30	0.84		0.71	0.34		0.66	0.65		0.30	0.74	
Control Delay	14.7	33.6		38.1	22.7		38.0	35.6		29.9	41.3	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	14.7	33.6		38.1	22.7		38.0	35.6		29.9	41.3	
Queue Length 50th (ft)	46	341		51	111		109	156		32	110	
Queue Length 95th (ft)	81	440		#154	155		193	237		71	177	
Internal Link Dist (ft)		2458			2796			1229			1805	
Turn Bay Length (ft)	250			250			250			250		
Base Capacity (vph)	476	1754		219	1753		345	926		252	708	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.29	0.65		0.70	0.26		0.63	0.61		0.28	0.59	

Intersection Summary

Cycle Length: 120
Actuated Cycle Length: 103.8
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 3: SW 44th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	123	709	299	137	381	25	193	311	189	62	228	144
Future Volume (veh/h)	123	709	299	137	381	25	193	311	189	62	228	144
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1827	1827	1900	1863	1863	1900	1810	1810	1900
Adj Flow Rate, veh/h	138	797	336	154	428	28	217	349	212	70	256	162
Adj No. of Lanes	1	2	0	1	2	0	1	2	0	1	2	0
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	4	4	4	2	2	2	5	5	5
Cap, veh/h	482	980	413	245	1356	88	319	508	303	219	342	209
Arrive On Green	0.06	0.40	0.40	0.07	0.41	0.41	0.12	0.24	0.24	0.05	0.17	0.17
Sat Flow, veh/h	1774	2430	1022	1740	3309	216	1774	2134	1273	1723	2052	1255
Grp Volume(v), veh/h	138	580	553	154	224	232	217	288	273	70	213	205
Grp Sat Flow(s),veh/h/ln	1774	1770	1682	1740	1736	1789	1774	1770	1638	1723	1719	1588
Q Serve(g_s), s	4.7	30.2	30.4	5.3	9.1	9.1	10.1	15.4	15.8	3.5	12.3	12.8
Cycle Q Clear(g_c), s	4.7	30.2	30.4	5.3	9.1	9.1	10.1	15.4	15.8	3.5	12.3	12.8
Prop In Lane	1.00		0.61	1.00		0.12	1.00		0.78	1.00		0.79
Lane Grp Cap(c), veh/h	482	714	679	245	712	733	319	421	390	219	286	264
V/C Ratio(X)	0.29	0.81	0.81	0.63	0.31	0.32	0.68	0.68	0.70	0.32	0.74	0.78
Avail Cap(c_a), veh/h	518	880	837	269	863	890	362	437	405	284	326	301
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	16.4	27.5	27.5	22.2	20.8	20.8	30.1	36.0	36.2	34.0	41.2	41.5
Incr Delay (d2), s/veh	0.3	4.8	5.1	4.0	0.3	0.2	4.3	4.2	5.0	0.8	7.8	10.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.3	15.6	15.1	2.8	4.4	4.6	5.3	8.0	7.7	1.7	6.4	6.4
LnGrp Delay(d),s/veh	16.7	32.3	32.7	26.2	21.0	21.0	34.4	40.2	41.2	34.8	49.1	52.1
LnGrp LOS	B	C	C	C	C	C	C	D	D	C	D	D
Approach Vol, veh/h		1271			610			778			488	
Approach Delay, s/veh		30.8			22.3			39.0			48.3	
Approach LOS		C			C			D			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.9	48.9	11.1	31.1	13.6	48.3	18.5	23.6
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	8.7	51.7	8.7	25.7	8.7	51.7	14.7	19.7
Max Q Clear Time (g_c+I1), s	6.7	11.1	5.5	17.8	7.3	32.4	12.1	14.8
Green Ext Time (p_c), s	0.1	12.9	0.0	3.6	0.0	9.6	0.1	2.5

Intersection Summary	
HCM 2010 Ctrl Delay	33.9
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	65	901	97	113	607	75	44	87	160	68	60	32
Future Volume (vph)	65	901	97	113	607	75	44	87	160	68	60	32
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	3%	3%	3%	11%	11%	11%
Adj. Flow (vph)	71	990	107	124	667	82	48	96	176	75	66	35
Shared Lane Traffic (%)												
Lane Group Flow (vph)	71	990	107	124	749	0	48	272	0	75	66	35
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	12.0	26.3	26.3	16.3	26.3		15.0	20.0		15.0	20.0	20.0
Total Split (s)	17.0	86.0	86.0	17.0	86.0		12.0	25.0		12.0	25.0	25.0
Total Split (%)	12.1%	61.4%	61.4%	12.1%	61.4%		8.6%	17.9%		8.6%	17.9%	17.9%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.16	0.96	0.12	0.66	0.37		0.19	0.98		0.65	0.24	0.10
Control Delay	8.2	49.7	1.8	44.7	14.7		46.0	95.2		71.3	56.5	0.6
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	8.2	49.7	1.8	44.7	14.7		46.0	95.2		71.3	56.5	0.6
Queue Length 50th (ft)	19	796	0	58	174		35	~209		56	55	0
Queue Length 95th (ft)	35	#1128	20	#142	222		72	#400		#106	104	0
Internal Link Dist (ft)		2796			1461			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	493	1106	990	191	2075		258	278		116	273	336
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.14	0.90	0.11	0.65	0.36		0.19	0.98		0.65	0.24	0.10

Intersection Summary

Cycle Length: 140
Actuated Cycle Length: 134.7
Natural Cycle: 130
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	65	901	97	113	607	75	44	87	160	68	60	32
Future Volume (veh/h)	65	901	97	113	607	75	44	87	160	68	60	32
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1827	1827	1900	1845	1845	1900	1712	1712	1712
Adj Flow Rate, veh/h	71	990	64	124	667	75	48	96	118	75	66	8
Adj No. of Lanes	1	1	1	1	2	0	1	1	0	1	1	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	4	4	4	3	3	3	11	11	11
Cap, veh/h	465	1044	888	213	1886	212	258	104	128	135	254	216
Arrive On Green	0.03	0.56	0.56	0.07	0.60	0.60	0.03	0.14	0.14	0.04	0.15	0.15
Sat Flow, veh/h	1774	1863	1583	1740	3147	353	1757	754	927	1630	1712	1455
Grp Volume(v), veh/h	71	990	64	124	368	374	48	0	214	75	66	8
Grp Sat Flow(s),veh/h/ln	1774	1863	1583	1740	1736	1765	1757	0	1681	1630	1712	1455
Q Serve(g_s), s	2.3	67.5	2.5	3.7	14.6	14.6	3.2	0.0	17.0	5.4	4.6	0.6
Cycle Q Clear(g_c), s	2.3	67.5	2.5	3.7	14.6	14.6	3.2	0.0	17.0	5.4	4.6	0.6
Prop In Lane	1.00		1.00	1.00		0.20	1.00		0.55	1.00		1.00
Lane Grp Cap(c), veh/h	465	1044	888	213	1040	1058	258	0	232	135	254	216
V/C Ratio(X)	0.15	0.95	0.07	0.58	0.35	0.35	0.19	0.00	0.92	0.56	0.26	0.04
Avail Cap(c_a), veh/h	545	1096	932	223	1040	1058	276	0	232	135	254	216
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	11.9	27.9	13.6	30.1	13.8	13.8	48.0	0.0	57.6	48.9	51.1	49.4
Incr Delay (d2), s/veh	0.2	15.9	0.0	3.5	0.2	0.2	0.3	0.0	38.4	4.9	0.5	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	39.3	1.1	2.8	7.0	7.1	1.6	0.0	10.4	2.6	2.2	0.3
LnGrp Delay(d),s/veh	12.1	43.8	13.7	33.6	14.0	14.0	48.3	0.0	96.0	53.8	51.6	49.5
LnGrp LOS	B	D	B	C	B	B	D		F	D	D	D
Approach Vol, veh/h		1125			866			262			149	
Approach Delay, s/veh		40.1			16.8			87.3			52.6	
Approach LOS		D			B			F			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.0	87.5	12.0	25.0	16.2	82.2	10.6	26.4
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	10.7	79.7	5.7	18.7	10.7	79.7	5.7	18.7
Max Q Clear Time (g_c+I1), s	4.3	16.6	7.4	19.0	5.7	69.5	5.2	6.6
Green Ext Time (p_c), s	0.1	19.2	0.0	0.0	0.1	6.4	0.0	1.3

Intersection Summary	
HCM 2010 Ctrl Delay	37.6
HCM 2010 LOS	D

PM Peak Hour Arterial Analysis (Background and Buildout with Background Improvement)

Arterial Level of Service: EB SW 20th St

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
College of Central F	II	45	46.7	45.1	91.8	0.58	22.9	C
SW 27th Ave	II	45	39.7	63.0	102.7	0.42	14.8	E
Total	II		86.4	108.1	194.5	1.01	18.6	D

Arterial Level of Service: WB SW 20th St

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
SW 31st Ave	II	45	39.7	13.2	52.9	0.42	28.7	B
SW 38th Ave	II	45	46.7	28.0	74.7	0.58	28.1	B
Total	II		86.4	41.2	127.6	1.01	28.4	B

Arterial Level of Service: EB SW 20th St

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
College of Central F	II	45	46.7	45.3	92.0	0.58	22.8	C
SW 27th Ave	II	45	39.7	63.2	102.9	0.42	14.8	E
Total	II		86.4	108.5	194.9	1.01	18.6	D

Arterial Level of Service: WB SW 20th St

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
SW 31st Ave	II	45	39.7	13.6	53.3	0.42	28.5	B
SW 38th Ave	II	45	46.7	30.2	76.9	0.58	27.3	C
Total	II		86.4	43.8	130.2	1.01	27.8	C

Appendix G: Signal Warrant Analysis Worksheets

Pagones Theorem			
Situation	**Approach configuration**	**Condition**	**Reduction of right turns**
1	Shared Left/ Through/Right	$R > 0.7A$ $0.7A \geq R > 0.35A$ $R \leq 0.35A$	Reduce R by 60 percent Reduce R by 40 percent Reduce R by 20 percent
2	Exclusive Left, Shared Through/ Right	$R > 3T$ $3T \geq R > T/3$ $R \leq T/3$	Reduce R by 60 percent Reduce R by 40 percent Reduce R by 20 percent
3	Any configuration with an exclusive right turn lane (usually ≥ 600 feet long)		Reduce R by 75 percent in all cases
4	Shared Left/Through and Shared Through/Right	$R > (T + L)$ $L > (T + R)$ $L = T = R$ (±10 vehicles) $L = T > 3R$ $R = T > 3L$ All other cases	Reduce R by 65 percent Use Situation 2 Reduce R by 40 percent Reduce R by 20 percent Reduce R by 50 percent Reduce R by 30 percent
5	Exclusive Left, Exclusive Through and Shared Through/Right	$R > T$ $T \geq R > T/2$ $T/2 \geq R > T/4$ $R \leq T/4$	Reduce R by 75 percent Reduce R by 50 percent Reduce R by 30 percent Reduce R by 15 percent

Where: L = number of left turning vehicles in approach;
T = number of through vehicles in approach;
R = number of right turning vehicles in approach; and
$A = (L + T + R)$.

TABLE 3
TRAFFIC SIGNAL WARRANT SUMMARY

City: Ocala | Engineer: Kimley-Horn
County: Marion | Date: March 28, 2018

Major Street: SW 44th Avenue | Lanes: 2 | Critical Approach Speed: 45
Minor Street: SW 40th Street | Lanes: 1

Volume Level Criteria

1. Is the critical speed of major street traffic > 70 km/h (40 mph) ? ☐ Yes ■ No
2. Is the intersection in a built-up area of isolated community of <10,000 population? ☐ Yes ■ No

If Question 1 or 2 above is answered "Yes", then use "70%" volume level ☐ 70% ■ 100%

WARRANT 3 - PEAK HOUR

Applicable: ■ Yes ☐ No
Satisfied: ■ Yes ☐ No

If all three criteria are fullfilled or the plotted point lies above the appropriate line, then the warrant is satisfed.

Unusual condition justifying use of warrant:

N/A

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour Volumes	
4:15 PM - 5:15 PM	
Major Street	1,440
Minor Street	637

Criteria

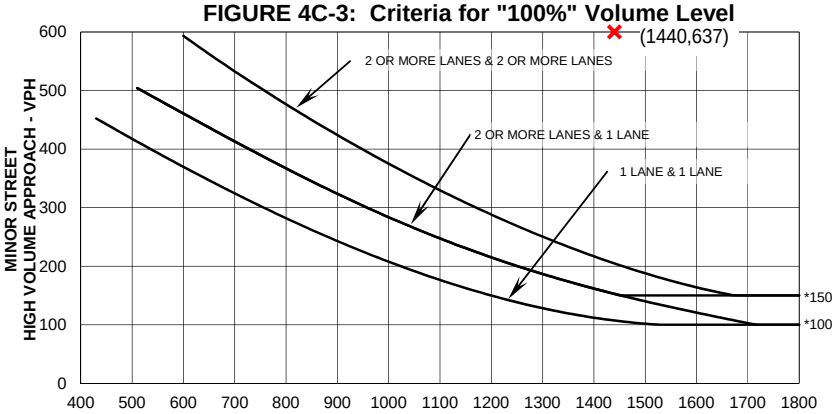
1. Delay on Minor Approach *(vehicle-hours)		
Approach Lanes	**1**	2
Delay Criteria*	**4.0**	5.0
Delay*	**138.4**	
Fulfilled?: ■ Yes	☐ No	

2. Volume on Minor Approach *(vehicles per hour)		
Approach Lanes	**1**	2
Volume Criteria*	**100**	150
Volume*	**637**	
Fulfilled?: ■ Yes	☐ No	

3. Total Entering Volume *(vehicles per hour)		
No. of Approaches	3	**4**
Volume Criteria*	650	**800**
Volume*		**2,077**
Fulfilled?: ■ Yes	☐ No	

Plot volume combination on the applicable figure below.

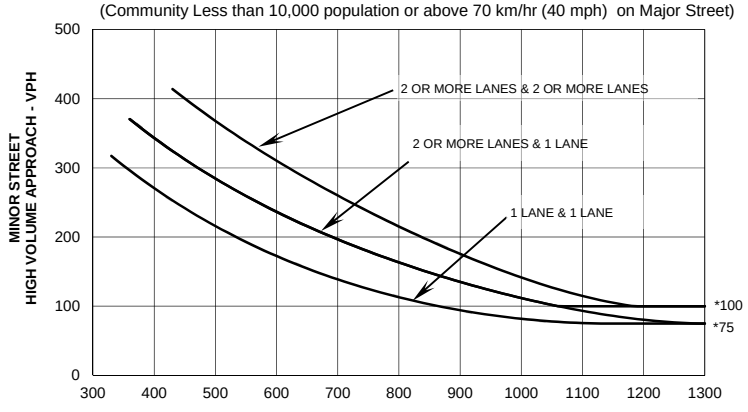
FIGURE 4C-3: Criteria for "100%" Volume Level



** Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

FIGURE 4C-4: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



** Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

Source: Revised from NCHRP Report 457

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\Signal Warrant\WINTERGREEN\[WarrantSpreadsheet -- 44th & 40th (Background).xlsm]Warrant 3

TABLE 3
TRAFFIC SIGNAL WARRANT SUMMARY

City: Ocala | Engineer: Kimley-Horn
County: Marion | Date: March 28, 2018

Major Street: SW 20th Street | Lanes: 2 | Critical Approach Speed: 45
Minor Street: SW 44th Avenue | Lanes: 2

includes RT volume reduction for Pagones Theorem

Volume Level Criteria

1. Is the critical speed of major street traffic > 70 km/h (40 mph) ? ■ Yes ☐ No
2. Is the intersection in a built-up area of isolated community of <10,000 population? ☐ Yes ■ No

If Question 1 or 2 above is answered "Yes", then use "70%" volume level ■ 70% ☐ 100%

WARRANT 3 - PEAK HOUR

Applicable: ■ Yes ☐ No
Satisfied: ■ Yes ☐ No

If all three criteria are fullfilled or the plotted point lies above the appropriate line, then the warrant is satisfed.

Plot volume combination on the applicable figure below.

Unusual condition justifying use of warrant:

N/A

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour Volumes	
4:15 PM - 5:15 PM	
Major Street	1,731
Minor Street	500

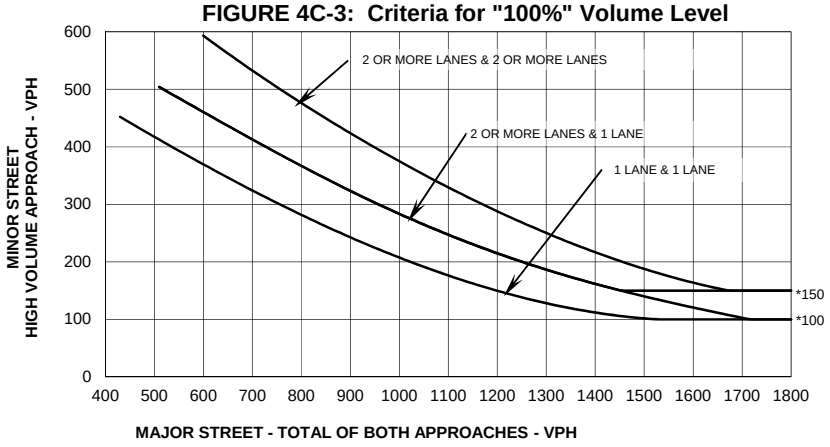
Criteria

1. Delay on Minor Approach *(vehicle-hours)		
Approach Lanes	1	**2**
Delay Criteria*	4.0	**5.0**
Delay*		**41.7**
Fulfilled?: ■ Yes ☐ No		

2. Volume on Minor Approach *(vehicles per hour)		
Approach Lanes	1	**2**
Volume Criteria*	100	**150**
Volume*		**500**
Fulfilled?: ■ Yes ☐ No		

3. Total Entering Volume *(vehicles per hour)		
No. of Approaches	3	**4**
Volume Criteria*	650	**800**
Volume*		**2,231**
Fulfilled?: ■ Yes ☐ No		

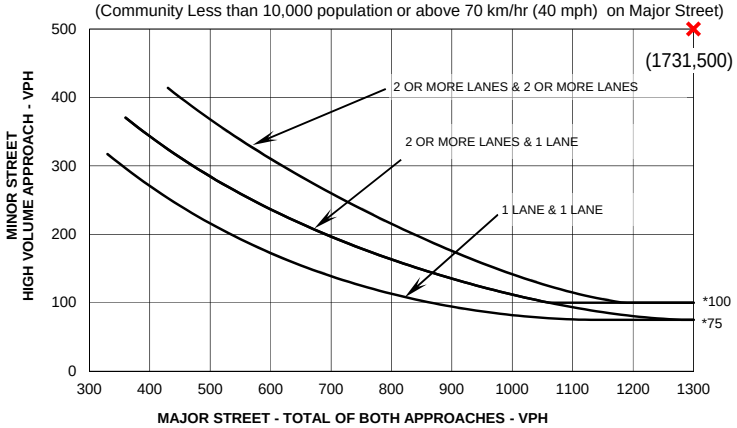
FIGURE 4C-3: Criteria for "100%" Volume Level



** Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

FIGURE 4C-4: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



** Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

Source: Revised from NCHRP Report 457

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\Signal Warrant\WINTERGREEN\[WarrantSpreadsheet -- 44th & 20th (Background).xlsm]Warrant 3

Appendix H: Turn Lane Warrant Worksheets

SW 20th Street Right-in/Right-out Access

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

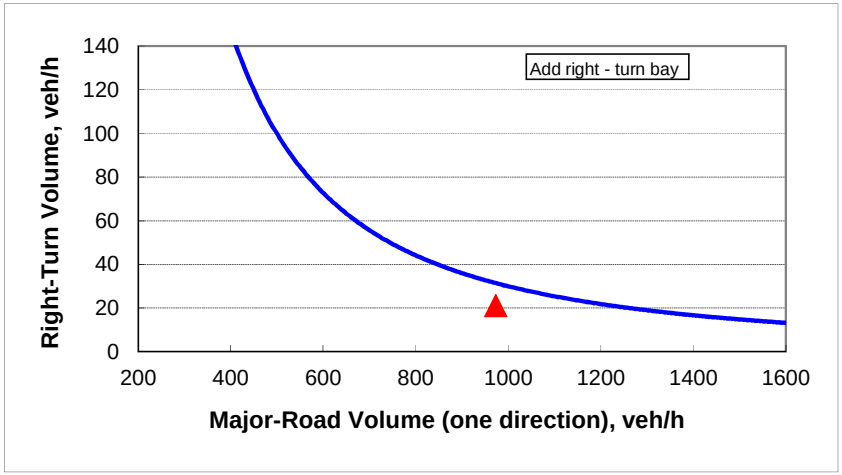
INPUT

Roadway geometry:	4-lane roadway

Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	973
Right-turn volume, veh/h:	21

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	31
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



SW 44th Avenue Right-in/Right-out Access

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

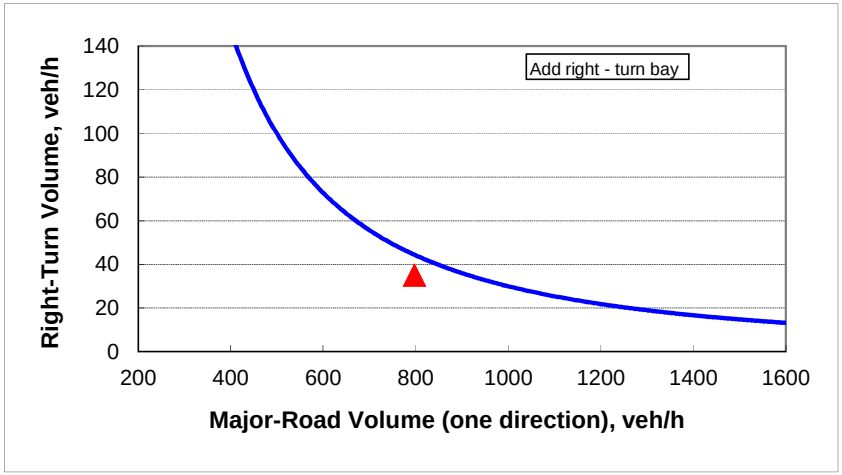
INPUT

Roadway geometry:	4-lane roadway

Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	797
Right-turn volume, veh/h:	35

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	44
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



SW 44th Avenue Full Access

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

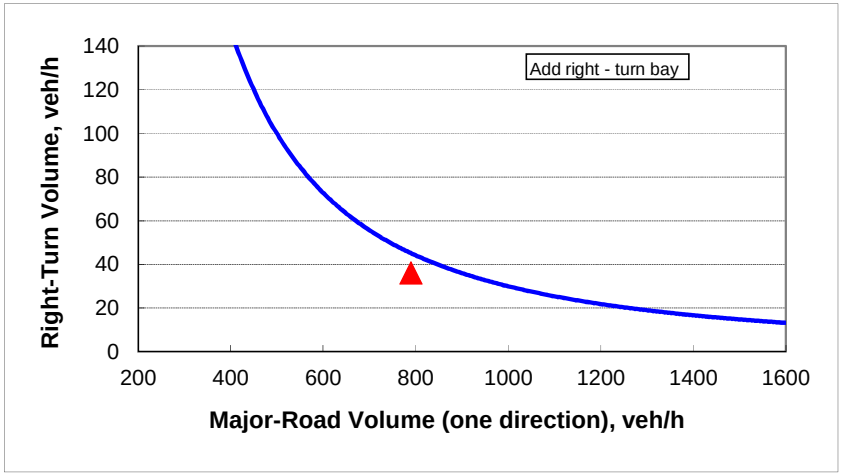
INPUT

Roadway geometry:	4-lane roadway

Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	790
Right-turn volume, veh/h:	36

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	45
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



SW 44th Avenue Full Access (North)

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

4-lane roadway

INPUT

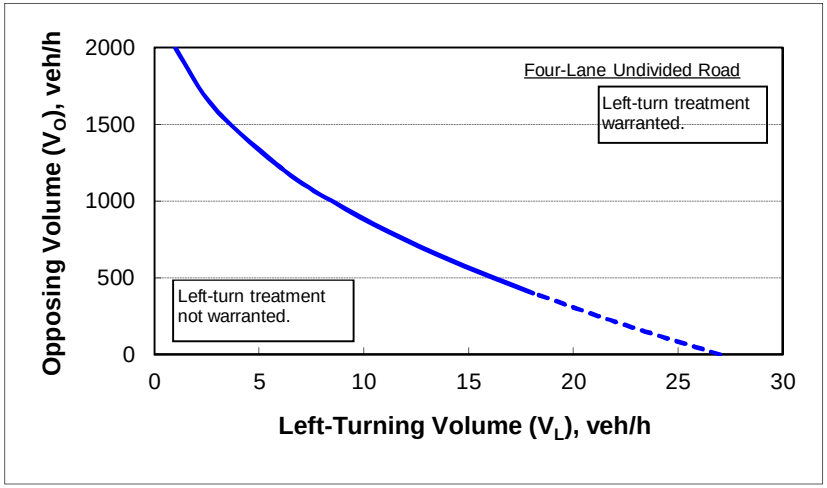
Variable	Value
Left-turning volume (V_L), veh/h:	71
Advancing volume (V_A), veh/h:	629
Opposing volume (V_O), veh/h:	790

OUTPUT

Variable	Message
Opposing volume (Vo) check:	O.K.
Combined volume (V_A and V_O) check:	O.K.
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	

CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	4.0
Critical headway, s:	6.0



Note: When V_O < 400 veh/h (dashed line), a left-turn lane is not normally warranted unless the advancing volume (V_A) in the same direction as the left-turning traffic exceeds 400 veh/h (V_A > 400 veh/h).

SW 44th Avenue Full Access (South)

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

4-lane roadway

INPUT

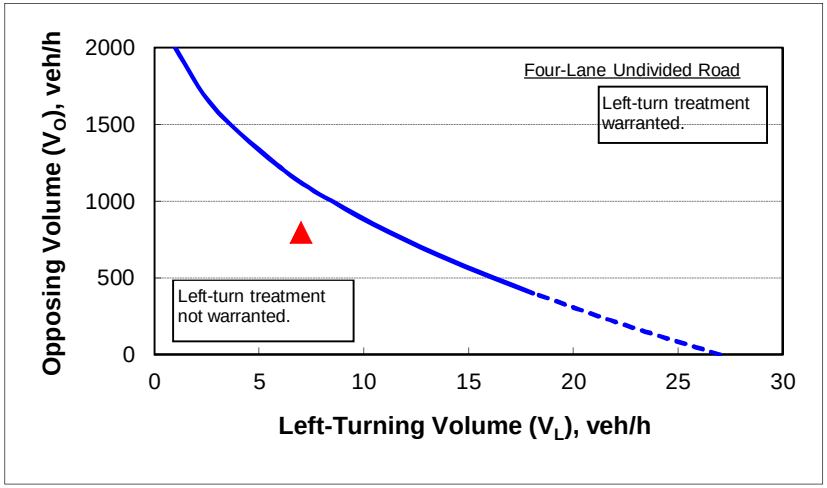
Variable	Value
Left-turning volume (V_L), veh/h:	7
Advancing volume (V_A), veh/h:	615
Opposing volume (V_O), veh/h:	795

OUTPUT

Variable	Message
Opposing volume (Vo) check:	O.K.
Combined volume (V_A and V_O) check:	O.K.
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	

CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	4.0
Critical headway, s:	6.0



Note: When V_O < 400 veh/h (dashed line), a left-turn lane is not normally warranted unless the advancing volume (V_A) in the same direction as the left-turning traffic exceeds 400 veh/h (V_A > 400 veh/h).

Appendix I: SIDRA Output

LANE SUMMARY

Site: 1 [SW 44th Ave & SW 31st St]

Proposed Roundabout Access to Wintergreen PD via SW 31st Street

Roundabout

Lane Use and Performance

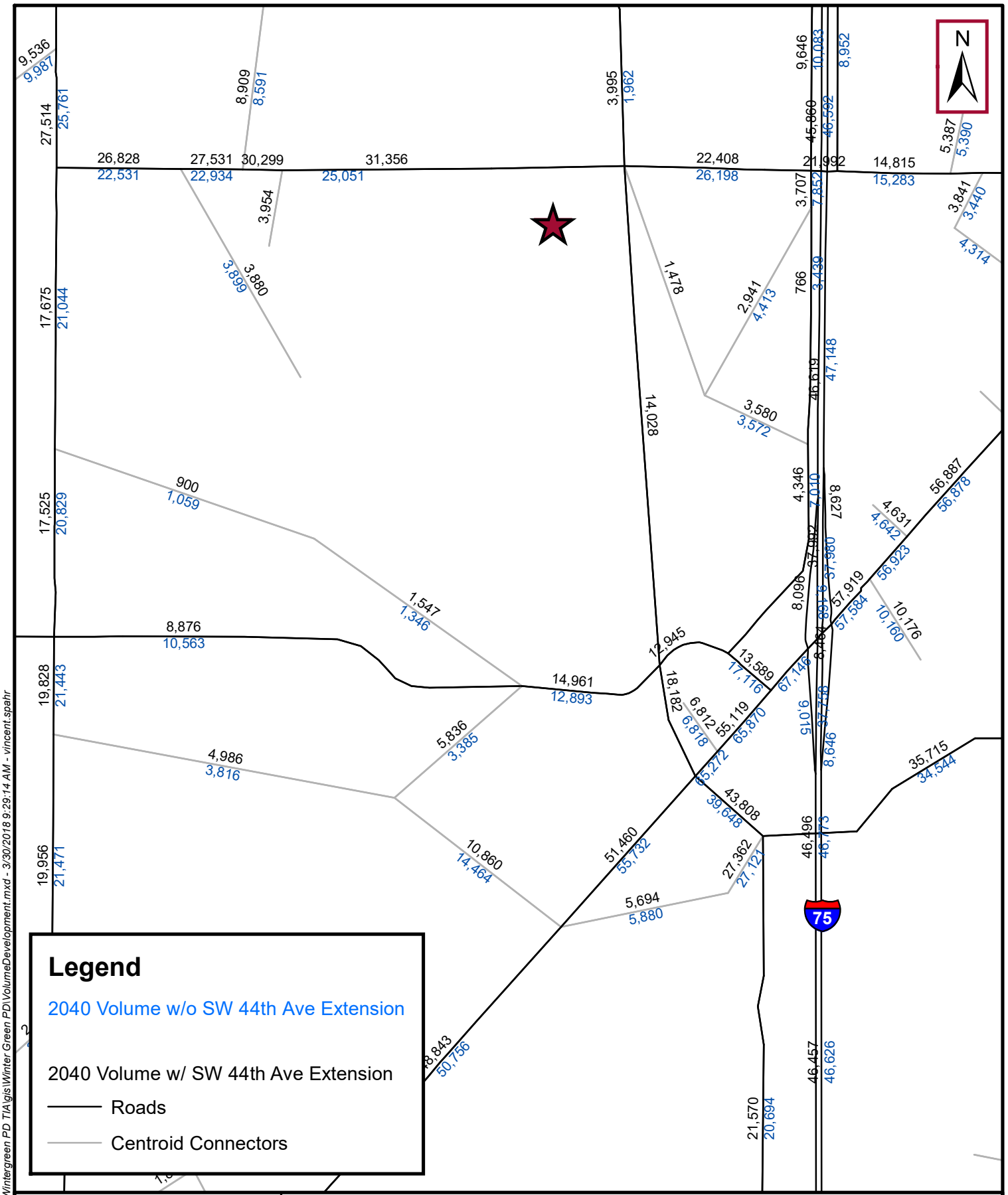
	Demand Flows Total veh/h	HV %	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Average Delay sec	Level of Service	95% Back of Queue Veh	Dist ft	Lane Config	Lane Length ft	Cap. Adj. %	Prob. Block. %
South: SW 44th Avenue													
Lane 1	385	2.0	1338	0.288	100	5.2	LOS A	1.5	37.7	Full	1600	0.0	0.0
Lane 2[d]	385	2.0	1338	0.288	100	5.2	LOS A	1.5	37.7	Full	1600	0.0	0.0
Approach	770	2.0		0.288		5.2	LOS A	1.5	37.7				
East: SW 31st Street													
Lane 1[d]	3	2.0	690	0.005	100	5.3	LOS A	0.0	0.4	Full	1600	0.0	0.0
Approach	3	2.0		0.005		5.3	LOS A	0.0	0.4				
North: SW 44th Avenue													
Lane 1	453	2.0	1349	0.336	100	5.7	LOS A	1.9	47.1	Full	1600	0.0	0.0
Lane 2[d]	453	2.0	1349	0.336	100	5.7	LOS A	1.9	47.1	Full	1600	0.0	0.0
Approach	905	2.0		0.336		5.7	LOS A	1.9	47.1				
West: SW 31st Street													
Lane 1[d]	67	2.0	659	0.102	100	6.6	LOS A	0.3	8.8	Full	1600	0.0	0.0
Approach	67	2.0		0.102		6.6	LOS A	0.3	8.8				
Intersection	1746	2.0		0.336		5.5	LOS A	1.9	47.1				

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: Same as Sign Control.
Lane LOS values are based on average delay and v/c ratio (degree of saturation) per lane.
LOS F will result if v/c > 1 irrespective of lane delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all lanes (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: Traditional M1.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

d Dominant lane on roundabout approach

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Appendix J: CFRPM Model Outputs, SW 44th Avenue Extension



K:\OCA_Civil\142742000 - Wintergreen PD TIA\gis\Winter Green PD\VolumeDevelopment.mxd - 3/30/2018 9:29:14 AM - vincent.spahr

Kimley»Horn

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101 E Silver Springs Blvd, Suite 400, Ocala FL 34470
Phone: 352 438 3000
www.kimley-horn.com CA 00000696

CFRPM Model Outputs -- SW 44th Avenue Extension

WINTERGREEN PD
OCALA, FLORIDA

Project No: 142742000	Not To Scale	April 2018	Figure 1

Appendix K: Post-submittal Documentation and Study Approval

TRANSPORTATION IMPACT ANALYSIS
TRAFFIC STUDY
SUBMITTAL ACCEPTANCE

Date: September 4, 2018

Project: Winter Green PD (TIA18-0002)

Applicant: Kimley-Horn and Associates

The submittal concerning the subject project has been approved by the review committee subject to submittal and finalization of the proportionate share agreement.

Oscar E. Tovar, PE, Deputy City Engineer
City Engineer's Office Department

Kimley»Horn

August 13, 2018

Ms. Karen Cupp
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471

RE: ***Wintergreen PD (TIA18-0002)***
Kimley-Horn Number 142742f000

Dear Ms. Cupp:

Kimley-Horn and Associates, Inc. received comments dated August 2, 2018, for the above referenced project. Below are the comments and associated responses:

Transportation Division

1. Include discussion on transit per item 2 of the conditional Methodology Acceptance.

   Response: The site civil design engineer will coordinate with the TPO regarding the need for a bus stop and shelter within the site. This will be addressed during the site plan submittal process and/or conceptual PD plan review process.

2. Concur with planning comment on proportionate share determination.

   Response: Acknowledged.

Planning

3. Any proportionate share is to be determined through a settlement agreement per Tye Chighizola, Growth Management Director.

   Response: Acknowledged.

Marion County Growth Services

4. Page 11 - Figure 1 – Trip Distribution
   Extending out from the site (intersection of SW 20th Street and SW 44th Avenue), the distribution percentages are 12%, 27%, 52%, and 22% that adds up to 113%? The 52% distribution to the south seems somewhat high given the extent of development in that direction and that it drops off to 38% (a 14% reduction) when there does not seem to be that much that would "pull off" that much traffic as most of what is immediately south, before SW 38th Street/Ave, is almost all residential.

   Response: The trip distribution shown in Figure 1 was approved during the methodology process and is based on the FSUTMS model distribution. The 52% shown on SW 44th Avenue is directly fronting the site and represents overlap in traffic volumes entering and exiting multiple driveway locations along SW 44th Avenue and SW 20th Street. A portion of the 52% of project traffic shown on this segment is entering/exiting traffic from/to the south and entering/exiting traffic from/to the north on the segment adjacent to the project driveways. The 38% trip distribution shown south of the project

site is the anticipated distribution from/to the south. The trip distribution percentages south of the site (38%), west of the site (22%), north of SW 20th Street (12%), and east of SW 44th Avenue (27%) represent 99% of the project traffic distribution.

5. Page 20 – Buildout (2037) PM Peak Hour Traffic Volumes
Intersection 1 – SW 20th St/SW 44th Ave – the southbound direction identifies multiple "0" trip movements for southbound on to SW 44th Ave and "0" trip movements for all northbound movements from SW 44th Ave – these "0"s seem inappropriate, especially for the PM hour given the variety of residential and non-residential uses existing in the area, the proposed uses, and the "connectivity" of the area given that SW 44th Ave will be part of the routing to the areas to the south and southeast given SW 44th Ave's connection to the SW 42nd Street Road and the SW 49th Avenue extension south to Marion Oaks. These "0"s are especially a concern as this project's analysis presumes the Country Green PD with more housing and commercial will be considered "in place" prior to this Wintergreen PD (according to the Executive Summary)

Response: A revised Figure 4 is provided as an attachment to this letter. The turning movement volumes shown on the original figure were not consistent with those utilized in the operational analysis. The Buildout total volumes used in the analysis included existing peak season traffic volumes, background growth (including a shift to account for the new SW 44th Avenue), committed traffic, and project traffic. The turning movement volumes are further detailed in Appendix E (Intersection Volume Development) of the submitted traffic study.

Marion County Transportation

6. No comments received.

Response: Acknowledged.

Transportation Planning Organization (TPO)

7. TPO staff have reviewed and have no comments at this time.

Response: Acknowledged.

We trust these responses, along with the attachment, will provide the additional information as requested. Please feel free to contact our office if you have any questions.

Sincerely,
KIMLEY-HORN

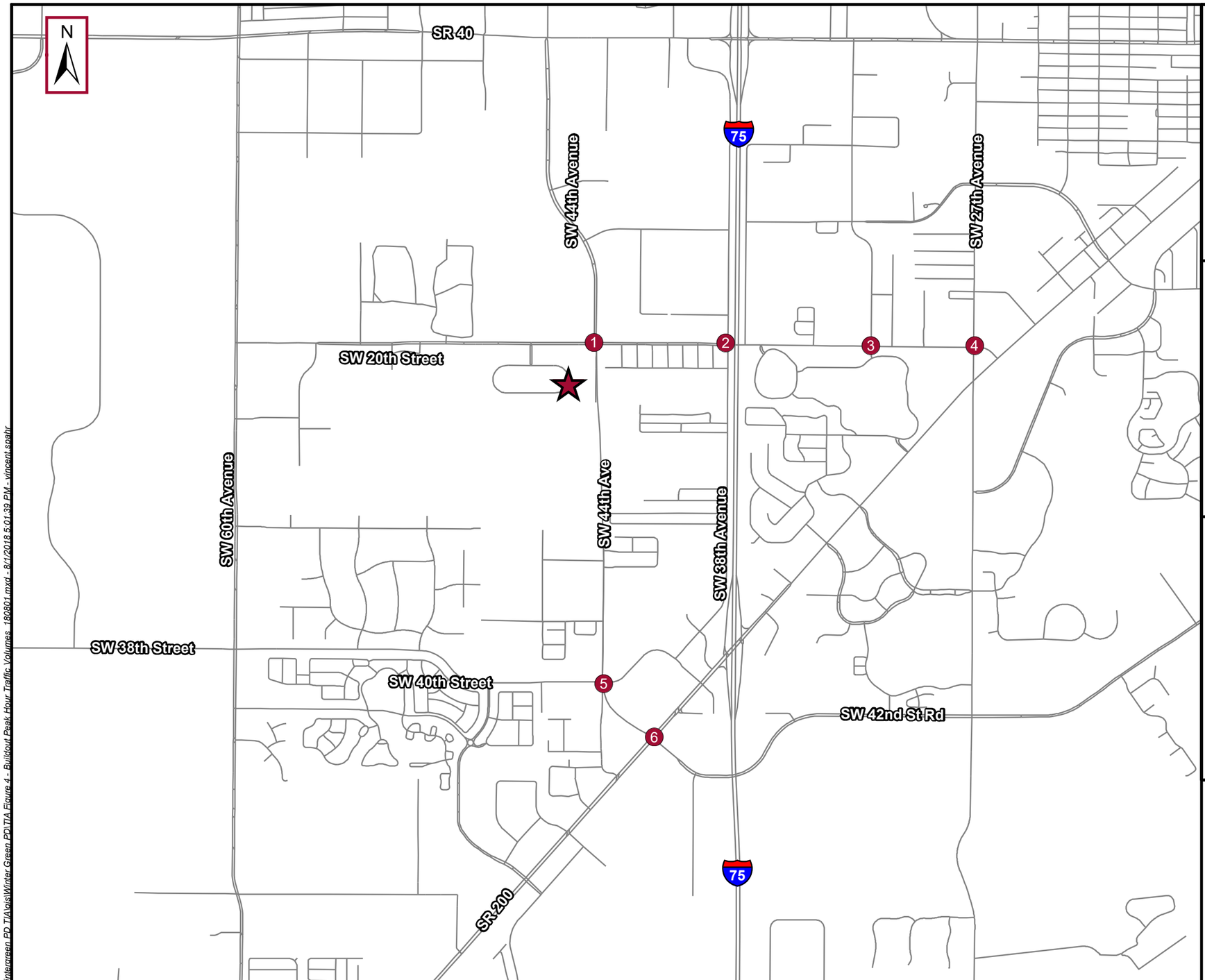
Amber L. Gartner, PE

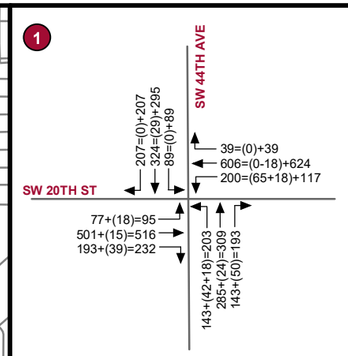
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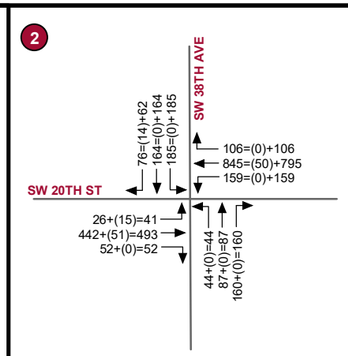
Attachments: Revised Figure 4

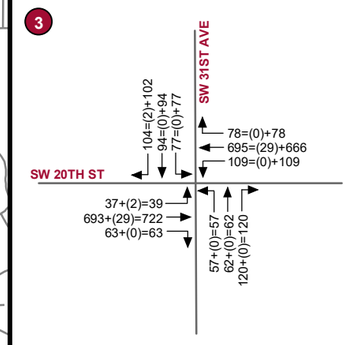
Cc: Don Carll
File

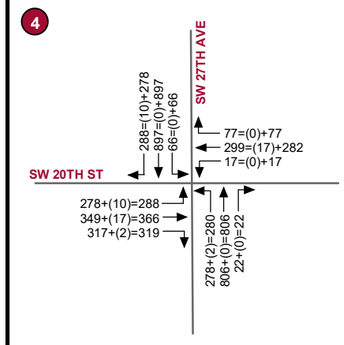
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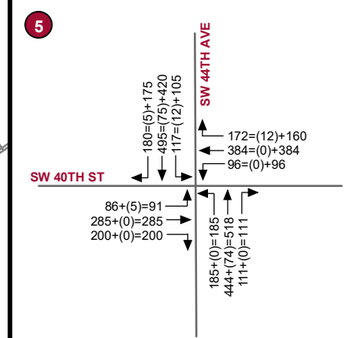


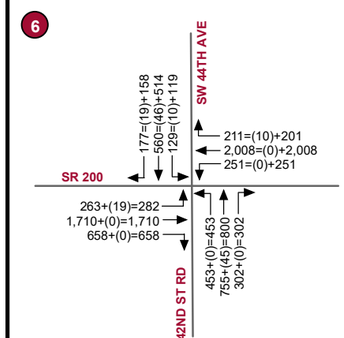












Legend

- Project Location
- Study Area Intersection
- Streets
- 2037 Projected Background + (Project+Pass-by) = Buildout Total Traffic

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101 E Silver Springs Blvd, Suite 400, Ocala FL 34470
Phone: 352 438 3000
www.kimley-horn.com CA 00000696

FIGURE 4: BUILDOUT (2037) PM PEAK HOUR TRAFFIC VOLUMES

WINTERGREEN PD
OCALA, FLORIDA

Project No: 142742000

Not To Scale | August 2018

K:\OCA_Civil\142742000_Wintergreen PD TIA\gis\Winter Green PD\TIA Figure 4 - Buildout Peak Hour Traffic Volumes_180801.mxd - 8/1/2018 5:01:39 PM - vincent.spahr

File #: 2022-0035 Agenda Item #: 6b.

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve a Concurrency Development Agreement between the City of Ocala and Country Green, LLP for property located at the 5300 block of SW 20th Street (Parcel # 23320-005-03/Country Green PD) (CDA21-44612). This is the second of two public hearings. The first public hearing was held on January 4, 2022. Postponed from the January 18, 2022 and March 1, 2022 City Council Meetings. Request to postpone the public hearing to the April 5, 2022 City Council Meeting.

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Quality of Place

PROOF OF PUBLICATION:
12/17/2021 and 01/07/2022

BACKGROUND:

This Concurrency Development Agreement between the City of Ocala and Country Green, LLP addresses future development for the property located in the 5300 block of SW 20th Street. The property owner for this development is the same owner of the Wintergreen PD. Staff is proposing that City Council adopt Wintergreen and Country Green Concurrency Development Agreements at the same time (January 18, 2022). At the same meeting, staff will be recommending that City Council also adopt a Donation Agreement between the same parties to secure the right of way for SW 44th Avenue.

The property is currently zoned Planned Development (PD). The property owner intends to develop the property as a mixed-use development, which may include 900 apartments and 75,000 square feet of retail space, as outlined in the PD Plan as currently approved.

A traffic study was reviewed and approved by City, County, and the TPO. The traffic study indicates a failure at the intersection of SW 20th Street and SW 38th Avenue and a needed signal timing modification at the intersection of SW 20th Street and SW 27th Avenue based on the traffic generated by the project. The agreement includes an equivalency matrix to allow changes in the proposed uses. The property owner is proposing that the deficient facilities be mitigated by donation of the right of way for SW 44th Avenue under the terms of the Wintergreen Concurrency Development Agreement.

FINDINGS AND CONCLUSIONS:

The proposed Concurrency Development Agreement along with the Donation Agreement are the necessary mechanisms needed to convey the right of way to the City. The Concurrency Development Agreement will reserve trips until 2037 for the property owner and mitigate the impact of the development. The Donation Agreement will be presented at the January 18, 2022, City Council meeting.
As part of the Concurrency Development Agreement, the City will support the property owner's application to receive transportation impact fee credits for the donation of the right of way. Section 10-323 of the County Impact Fee Ordinance provides for a developer/property owner to receive a credit against impact fees according to a written impact fee credit agreement approved by the County Commission for the conveyance of ROW and construction or expansion of transportation facilities.

FISCAL IMPACT:
The Concurrency Development Agreement and the Donation Agreement will allow staff to pursue additional funding from the state to complete SW/NW 44th Avenue corridor project.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The agreement was reviewed by the Assistant City Attorney, James W. Gooding

ALTERNATIVE:

- Approve
- Approve with changes
- Deny
- Table

This Instrument Prepared by and Return To:
W. James Gooding III
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

DEVELOPMENT AGREEMENT CONCERNING TRANSPORTATION CONCURRENCY AND OTHER MATTERS PURSUANT TO CHAPTER 163, FLORIDA STATUTES [COUNTRY GREEN]

Between
City of Ocala, a Florida municipal corporation,
and
Country Green, LP, a Nevada limited liability partnership

Effective Date: January 18, 2022

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DEVELOPMENT AGREEMENT CONCERNING TRANSPORTATION CONCURRENCY AND OTHER MATTERS PURSUANT TO CHAPTER 163, FLORIDA STATUTES [COUNTRY GREEN]

THIS DEVELOPMENT AGREEMENT CONCERNING TRANSPORTATION CONCURRENCY AND OTHER MATTERS PURSUANT TO CHAPTER 163, FLORIDA STATUTES [COUNTRY GREEN] executed by the Parties as of January 18, 2022 (the "Effective Date"), is entered into by and between:

- City of Ocala, a Florida municipal corporation ("City"); and
- Country Green, LP, a Nevada limited liability partnership ("Owner").

WHEREAS:

A. Owner owns Property[1] which is located in Marion County, Florida, and also within the jurisdictional boundaries of City.

B. Owner has made application to City for rezoning of the Property to a Planned Development (PD) zoning district, and for approval of the PD Plan.

C. Such application is being approved by City contemporaneously herewith.

D. Owner intends to develop the Property as a mixed-use real estate development, which may include apartments and commercial retail uses, as set forth in the PD Plan as currently approved or as such PD Plan may be subsequently amended.

E. Project Engineer prepared the Traffic Study on behalf of Owner, which studied the effect on Transportation Facilities of the development of the Property. The Traffic Study was reviewed and approved by City, County and the TPO. The provisions of the Traffic Study are, by this reference, incorporated into the terms and provisions of this Agreement.

F. The Traffic Study projects that, based on the adopted level of service standards of the City and County, certain Transportation Facilities identified in this Agreement will have adequate facility capacity during the PM peak hour for the projected new traffic generated by the build-out of the Property, taking into account existing background traffic and projected growth of existing traffic, and background vested traffic, except concerning the Deficient Facilities.

G. Chapter 86 of City's Code of Ordinances provides that, in the case of inadequate transportation capacity or under circumstances similar to these (e.g., where the transportation capacity is adequate only because of a planned transportation improvement by City, a portion of the ROW of which is owned by Developer), a property owner may enter into a concurrency development agreement with the City to provide or fund Transportation Improvements. This Agreement shall constitute a concurrency development agreement under the provisions of Chapter 86 of the City Code.

H. Owner has submitted an Application for a Certificate of Capacity to the City for the vehicular Trips (capacity) needed to accommodate the development of the Property.

[1] Terms capitalized in these Whereas paragraphs, and not previously defined herein, are defined in paragraph 1 below.

I. Section 10-323 of the County Impact Fee Ordinance provides for a Developer to be provided with a credit against Impact Fees pursuant to a written impact fee credit agreement approved by the County Commission for conveyance of ROW and construction or expansion of Transportation Facilities.

J. Owner, and a third party, are parties to the Wintergreen Development Agreement with City pursuant to which Owner and other parties are contributing the Conveyed ROW to City to mitigate the impact of development, and to permit City to construct SW 44th Avenue and a third party to construct another Transportation Facility.

K. City and Owner believe that based upon the conveyance of the Conveyed ROW to City under the Wintergreen Development Agreement, Owner is entitled to Impact Fee Credits pursuant to the County Impact Fee Ordinance and Section 163.3180, Florida Statutes.

L. This Agreement also constitutes a development agreement under the Development Agreement Act to the extent it concerns matters in addition to transportation concurrency.

M. City has held public hearings to accept and encourage public input with respect to the proposals of Owner contained in this Agreement, and has considered public input. City has determined that the provisions of this Agreement and the contemplated vesting of development rights contemplated by this Agreement are consistent with, and not in contravention with, the provisions of City's Concurrency Management System, as codified in Chapter 86 of the City Code.

N. City has provided its Notice of Intent to consider entering in this Concurrency Development Agreement by advertisements published in the Ocala Star-Banner, a newspaper of general circulation and readership in Marion County, Florida, on December 17, 2021 and January 7, 2022, and by mailing a copy of the Notice of Intent to Owner, and to the persons and entities shown on the most recent Marion County Tax Roll to be the owners of property lying within three hundred feet (300') of the boundaries of the Property which is the subject-matter of this Agreement, and by announcing the date, time, and place of the second hearing during the first hearing.

O. The City Council of the City has held public hearings on January 4, 2022 and January 18, 2022, to consider this Agreement, has found and determined that its execution of this Agreement will further the objectives of the Local Government Comprehensive Planning and Land Development Regulation Act, and that the development contemplated and permitted by this Agreement comply with the City's Code.

NOW, THEREFORE, in consideration of the foregoing (which are incorporated herein by reference), the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

1. **Definitions**.

1.1. Definitions. In addition to any other terms which may be specifically defined elsewhere in this Agreement, for the purposes of this Agreement the following terms shall have the following meanings:

1.1.1. *Agreement* – This Concurrency Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and

provisions and pursuant to the provisions of Sections 163.3161 through 163.3215, inclusive, of the Florida Statutes.

1.1.2. *Capacity Reservation Fee* – The amount to be paid by Owner to City for the Reserved Trips as set forth in Section 86-2(e).

1.1.3. *City* – The City of Ocala, a Florida municipal corporation.

1.1.4. *City CMS* – The City's Concurrency Management System, as codified in Chapter 86 of the City Code, as the same may be subsequently amended, modified or supplemented.

1.1.5. *City Code* – The City's Code of Ordinances, as the same may be subsequently amended, modified or supplemented.

1.1.6. *Community Planning Act* – Section 163.3161, et seq., Florida Statutes (2018).

1.1.7. *Concurrency Mitigation* – The construction or expansion of Transportation Facilities, and the conveyance of the Conveyed ROW, as set forth in paragraph 3.6.

1.1.8. *Conveyed ROW* – The ROW to be conveyed to City pursuant to the Property Donation Agreement or this Agreement. The Conveyed ROW includes all of the real property conveyed interests to City either in fee simple or pursuant to easements.

1.1.9. *County* – Marion County, Florida, a political subdivision of the State of Florida.

1.1.10. *County CMS* – The County Concurrency Management System, as codified in Division 8 of Chapter 1 of the County LDR, as the same may be subsequently amended, modified or supplemented.

1.1.11. *County Code* – The "Marion County Code" as defined in Section 1-1 of the County Code, as the same may be subsequently amended, modified or supplemented.

1.1.12. *County Impact Fee Credit Agreement* – An agreement between Owner and County pursuant to which Owner is provided with credits against Impact Fees, as set forth in greater detail in paragraph 4.1.1.

1.1.13. *County Impact Fee Ordinance* – The Marion County Impact Fee Ordinance for Transportation Facilities as defined and codified in Division 2 of Article 10 of the County Code.

1.1.14. *Deficient Facilities* – One or more Transportation Facilities of which capacity is inadequate (i.e., the Transportation Facilities will be operating at less than the adopted Level of Service ("LOS") for such Transportation Facilities) as determined by the Traffic Study as of buildout of the Project, other than Transportation Facilities for which capacity is projected to be inadequate (based upon existing and projected future background traffic) prior to development of the Property. The Traffic Study identified the Deficient Facilities as set forth in paragraph 3.5.2.

1.1.15. *Development Agreement Act* – The "Florida Local Government Development Agreement Act" as defined in Section 163.3220, Florida Statutes, and as codified in Sections 163.3220 through 163.3243, Florida Statutes.

1.1.16. *Effective Date* – The date the terms of this Agreement become effective, as set forth in paragraph 9.15 below.

1.1.17. *Equivalency Matrix* – The Land Use Exchange Matrix attached hereto as **Exhibit C**.

1.1.18. *FDOT* – The Florida Department of Transportation, or its successor.

1.1.19. *Governmental Authority* – Any governmental entity, agency, department, bureau, division, or other representative of any governmental entity which has jurisdiction, permitting authority, or the authority to issue authorizations or approvals regarding development or usage of the Property or any portion thereof, all Transportation Improvements (as defined below) which are the subject of this Agreement, and all road, stormwater management and utilities Improvements or facilitates which are the subject of this Agreement.

1.1.20. *Impact Fee Credits* – Credits against Impact Fees to be provided to Owner under the County Impact Fee Credit Agreement.

1.1.21. *Impact Fees* – Impact fees due under the County Impact Fee Ordinance. Because this Agreement concerns transportation concurrency and transportation impact fees only, this phrase does not apply to any other impact fees, or similar charges, assessed under the County Code or City Code.

1.1.22. *Month* – (regardless of whether the term is capitalized) – When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date of the first event. For example, two (2) months after October 15, 2022, is November 15, 2022. If the first event is a date which is not in the subsequent month, the subsequent date will be the last day of such subsequent month. For example, one month after October 31, 2022, is November 30, 2022.

1.1.23. *Owner* – As defined in the introductory paragraph to this Agreement, being the current record title owners of the Property, or any portion thereof. It is anticipated that there will eventually be multiple owners of parcels of the Property, the terms of this Agreement shall run with the land and remain in place and shall be effective as to all of the Property, notwithstanding the Property having multiple Owners.

1.1.24. *Parcel or Parcels* – One or more of the Parcels of real property specifically described or referenced in this Agreement, including the Property (as defined below).

1.1.25. *Party* or *Parties* – One or more of City or Owner.

1.1.26. *PD Amendment* – An amendment to the PD zoning classification for the Property or of the then-approved PD Plan.

1.1.27. *PD Plan* – The PD Plan (that meets the requirements of Section 122-943 of the City Code) as the same may be subsequently amended or modified through a PD amendment.

1.1.28. *Project* – Collectively, the development of the Property and all related infrastructure required to market and use the Property, or Parcels thereof, as a mixed-use development as contemplated under the terms of this Agreement. The term "Project" shall include all design, permitting and construction of infrastructure Transportation Improvements described in this Agreement; acquisition of all required ROW for roads and utilities infrastructure; and procurance of all necessary approvals or permits from all applicable Governmental Authorities. This term shall also apply to all actions to be undertaken by an Owner or City pursuant to the terms of this Agreement or any amendment or supplement thereto.

1.1.29. *Project Engineer* – The engineering firm or firms retained by Owner to perform the Traffic Study and prepare the Equivalency Matrix. As of the Effective Date, Kimley-Horn & Associates, Inc. is the Project Engineer. Owner may change the Project Engineer without amending this Agreement but, by providing written notice to City.

1.1.30. *Property* – The real property owned by Owner located in Marion County, Florida, also located within the jurisdictional boundaries of City, described on attached **Exhibit A.**

1.1.31. *Property Donation Agreement* – The Agreement Concerning Donated Right-of-Way and Related Matters between City and Owner and a third party dated January 18, 2022.

1.1.32. *Public Facilities* – Those public facilities identified in paragraph 8 below.

1.1.33. *Reservation of Capacity* or *Reserved Capacity* or *Capacity Reservation* – The reservation of Trips to Owner pursuant to paragraph 5.1 below.

1.1.34. *Reserved Trips* – The Trips (as defined below) that are included in Owner's Reserved Capacity.

1.1.35. *ROW* – Right-of-way required for the construction of Transportation Improvements and as defined in the Wintergreen Development Agreement.

1.1.36. *Stormwater Management Facilities* – A system which is designated and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C. and the City Code.

1.1.37. *Subsequent Owners* – A successor in title to Owner or to the other current owners of the Property or any Parcel thereof.

1.1.38. *TPO* – The Ocala Marion Transportation Planning Organization.

1.1.39. *Traffic Study* – The "Traffic Impact Analysis Country Green PD" dated June 2018, prepared by Project Engineers regarding the Property as stated in Whereas paragraph D, as supplemented by the Equivalency Matrix provided by Project Engineer in December 2021. The Traffic Study has been: (a) prepared in accordance with the methodology agreed to by City, County, and TPO; and (b) reviewed, approved and accepted by City, County and TPO. The Traffic Study was developed pursuant to a methodology approved by the City, County, and Ocala/Marion County Transportation Planning Organization (TPO), and the Traffic Study has been reviewed, approved and accepted by City, County, and the TPO. The contents of the Traffic Study are, by this reference, incorporated into this Agreement.

1.1.40. *Transportation Facilities* – All public roads, streets or highways (collectively the "Roadway Segments"), and intersections ("Intersections") studied pursuant to the Traffic Study.

1.1.41. *Transportation Improvements* – All construction required to be undertaken to complete the construction, or modification, of the described infrastructure. This shall include, but not be limited to, all surface improvements, roads, paving, sidewalks, gutters, lighting, Stormwater Management Facilities, and potable water, sanitary sewer, and electrical utilities, reclaimed water, and fiber optic infrastructure.

1.1.42. *Trip* or *Project Trip* – The projected traffic impact of the development of the Property, or a Parcel thereof, measured in terms of net new PM external peak hour vehicle trip generation.

1.1.43. *Water Management District* or *District* – The Southwest Florida Water Management District, an agency of the State of Florida, the Governmental Authority which has jurisdiction over the design, permitting and operation of surface water and stormwater management systems, and Stormwater Management Facilities, for the Property and for all Transportation Improvements, and (if applicable) utilities improvements, to be constructed under the terms of this Agreement.

1.1.44. *Wintergreen Development Agreement* – The Development Agreement Concerning Transportation Concurrency and other matters pursuant to Chapter 163, Florida Statutes [Wintergreen] of even date herewith entered into between City, on the one hand, and Owner and W.G. One Corp, a Nevada corporation, as Trustee of the Wintergreen B.T., a business trust, on the other hand.

1.2. Rules of Construction. For the purposes of the interpretation, construction, administration, and implementation of this Agreement, unless otherwise stated in this Agreement or the context clearly indicates to the contrary, the following rules of construction shall apply:

1.2.1. Words importing the singular number shall include the plural, and vice versa.

1.2.2. Words importing a particular gender shall include all genders.

1.2.3. Where a provision involves two or more items, conditions, provisions or events connected by the conjunction "and," "or" or "either or," the conjunction shall be interpreted as follows: "and" indicates that all the connected terms shall apply; "or" indicates that the connected terms may apply singly or in any combination; and "either or," indicates that only one of the connected terms may apply.

1.2.4. The word "includes" shall be assumed to be followed by the phrase "without limitation," and therefore shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

1.2.5. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement.

1.2.6. The term "heretofore" shall mean prior to the execution of this Agreement.

2. **Representations and Warranties**. As a material inducement to the other Parties to enter into this Agreement, each Party makes the following representations and warranties to the other Parties to this Agreement:

2.1. Owners' Representations and Warranties. Owner represents and warrants to City that:

2.1.1. Owner is a validly organized limited liability partnership under the laws of the State of Nevada and is authorized to transact business in the State of Florida.

2.1.2. Owner has taken all actions prerequisite necessary for the execution and delivery of this Agreement, and upon the execution and delivery of this Agreement by Owner the obligations of Owner hereunder shall be valid and binding obligations of Owner. The entities or individuals executing this Agreement on behalf of Owner are duly authorized representatives for Owner, authorized to execute this Agreement in their respective capacities as set forth below.

2.1.3. The Owner is the legal and equitable owner of the Property. The Property is not encumbered by any mortgages or other liens.

2.1.4. The execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of any agreement, covenant, Court Order, Judgment, or the governing documents of Owner.

2.2. **City Representations and Warranties**. City represents and warrants to Owner that:

2.2.1. The actions by City hereunder are consistent with, and not in contradiction of, the terms and provisions of the City's Comprehensive Plan.

2.2.2. City has taken all necessary actions prerequisite to the execution and delivery of this Agreement, including but not limited to the necessary public hearings, providing proper notice of the public hearings, and the conducting of public hearings related thereto.

2.2.3. Upon the execution and delivery of this Agreement by City, the obligations of City shall be valid and binding obligations of City.

2.2.4. Execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of the City's Charter, the City Code or by the terms and provisions of any agreement, covenant, Court Order or Judgment to which City is a party.

2.2.5. Owner has, pursuant to the provisions of paragraph 5.1 reserved transportation facilities for external trips ingressing and egressing to or from the Property in the amount set forth in such paragraph.

TRANSPORTATION CONCURRENCY

3. **Transportation Facilities; Traffic Concurrency; Owner Contributions**.

3.1. Traffic Study. The Traffic Study has, as set forth in paragraph 1.1.39, been: (a) prepared in accordance with the methodology agreed to by City, County and the TPO; and (b) reviewed, approved and accepted City, County and the TPO.

3.2. Equivalency Matrix.

3.2.1. Owner and City agree that the Land Use Trip Equivalency Matrix ("Matrix") shown on attached **Exhibit C**, shall be used to quantify allowed changes in the land use types and intensities of the overall development program for the Project. [Note: This Matrix allows changes in the approved land uses and intensities on a site in the Project, and provides the method of calculation and determination of the changes in the off-site Transportation Facilities impact which would be the result of the changes. Permitted uses per the PD and as shown on the PD Plan of the Project, as the same may be subsequently amended or modified through a PD Amendment.] For the purposes of this Matrix, the Trip generation rates for each land use was obtained using rates or equations provided in the ITE Trip Generation Manual (10th Edition).

3.2.2. In addition to the development uses within the Project which are expressly set forth in the Equivalency Matrix, other development uses may be allowed pursuant to the Equivalency Matrix if there is a trip generation rate for such other uses under the current Trip Generation Manual published by the institute of Traffic Engineers.

3.2.3. Any time Owner uses the Equivalency Matrix or other provisions of this paragraph 3.2, Owner shall notify City in writing, and upon request of Owner and acknowledgement by City that the use, or uses, comply with the requirements of this paragraph 3, City shall acknowledge and confirm the remaining development uses and density/intensities available for the Project under the Equivalency Matrix.

3.3. Study Area. The Traffic Study for the Project included all roadway segments where PM, peak hour project traffic consumes three percent (3%) or more of the same subject roadway segment's peak hour directional service capacity, consistent with the approved methodology.

3.4. Roadway Segments.

3.4.1. The Traffic Study analyzes traffic capacity based upon the current adopted levels of service for the applicable Transportation Facilities, as adopted by the governmental entity owning and operating the particular traffic facility (the City, County or FDOT, as applicable).

3.4.2. The Traffic Study concludes that, under the 2037 buildout roadway segment evaluation for PM peak hour traffic volume, there are no LOS deficiencies (i.e., Deficient Facilities) due to the addition of project traffic (other than those that would occur without Project Traffic).

3.5. Intersections.

3.5.1. The Traffic Study includes an intersection analysis identifying the intersections included in the Study pursuant to the agreed methodology, and any required operational changes to the intersections to maintain required traffic concurrency standards. The Traffic Study analyzes traffic capacity based upon the current adopted levels of service for the applicable Transportation Facilities, as adopted by the governmental entity owning and operating the particular traffic facility (the City, County or FDOT, as applicable).

3.5.2. The Traffic Study concludes that, under the 2037 buildout intersection analysis for PM peak hour traffic volume, there are the following LOS deficiencies (i.e., Deficient Facilities) due to the addition of project traffic (other than those that would occur without Project Traffic):

3.5.2.1 Intersection of SW 20th Street and SW 38th Avenue.

3.5.2.2 Intersection of SW 27th Street and SW 38th Avenue.

3.6. Mitigation.

3.6.1. The Traffic Study identified Deficient Facilities.

3.6.2. Developer will mitigate the Deficient Facilities identified in paragraph 3.5.2 by constructing, and dedicating of any required ROW for, such Deficient Facilities during Project development.

3.6.3. Developer will mitigate the remaining Deficient Facilities by performing its obligations under the "Wintergreen Development Agreement" (i.e., conveying ROW as set forth therein).

4. **Concurrency Mitigation**. City and Owner agree that Owner may satisfy the transportation concurrency requirements for the Project as follows:

4.1. Credits. City acknowledges that, pursuant to the provisions of Section 163.3180(5)(2)(e), Florida Statutes, Owner is entitled to receive a credit for the conveyance of the Conveyed ROW under the Wintergreen Development Agreement, on a dollar-for-dollar basis for impact fees, mobility fees or other transportation concurrency mitigation requirements paid

or payable in the future with respect to the Project including the Capacity Reservation Fee due to City.

4.1.1. City and Owner believe that Owner is entitled to a credit against Impact Fees pursuant to Section 10-323 of the County Impact Fee Ordinance. City will support Owner in connection with the negotiation and execution of such agreement with County, but such Agreement is not a condition precedent to Owner's obligation under this Agreement or under the Property Donation Agreement.

4.1.2. Because the County is not a party to this Agreement, in the event that County hereafter adopts or imposes any new impact fee, mobility fees, or other transportation concurrency mitigation requirements that are payable with respect to the Project, Owner shall, as required, make appropriate notification or application to County with respect to Owner's rights to the dollar-for-dollar credit specified in the referenced provisions of Section 163.3180(5)(2)(e) of the Florida Statutes.

4.1.3. City acknowledges that Owner is entitled to a credit against the Concurrency Reservation Fee due to City under the City CMS. The amount of such credit for the Conveyed ROW shall be determined as follows:

4.1.3.1 By agreement between City and Owner.

4.1.3.2 If City and Owner are unable to agree upon the value, and if Owner and County enter into a County Impact Fee Agreement pursuant to paragraph 4.1.1 of this Agreement, pursuant to the method for valuing the Conveyed ROW set forth therein.

4.1.3.3 Otherwise, as set forth in the City CMS (currently Section 86-10(g)(6).

5. **Capacity Reservations**.

5.1. Reservation of Capacity.

5.1.1. In consideration for Owner's obligations under this Agreement, there is reserved in favor of Owner, for the benefit of the Property, Reserved Capacity in the amount of 522 Trips.

5.1.1.1 Owner has previously submitted to City, with the submission of the Traffic Study, a Capacity Reservation request. Simultaneous with the execution of this Agreement, City will issue to Owner, for the benefit of Owner, and for the benefit of the Property, a concurrency determination in accordance with the normal procedures of City's CMS.

5.1.1.2 Such concurrency determination shall be conditioned upon Owner conveying to City the Conveyed ROW as and when set forth in the Wintergreen Development Agreement and, in any event, within six (6) months of the Effective Date of this Agreement. If such condition does not occur within such time period, City may revoke the concurrency determination in its sole discretion.

5.1.1.3 Further, if the amount of the credit to be provided to Owner for the Conveyed ROW pursuant to paragraph 4.1.3 is insufficient to pay the entire Concurrency Reservation Fee, Owner shall pay the difference to City within one (1) month after the amount of such credit is determined; if Owner does not do so, City may revoke the concurrency determination in its sole discretion.

5.2. Term of Reservation. The Reservation of Capacity granted to Owner by City as set forth above for the benefit of the Property or any portion thereof shall have a term commencing on the Effective Date of this Agreement and ending on December 31, 2037. Any extensions of the reservations of capacity beyond that date shall require amendment to this Agreement, and subsequent review and approval of an updated Traffic Study.

ADDITIONAL PROVISIONS

6. **Benefits of Development Agreement Act**. Pursuant to Section 163.3233, Florida Statutes:

6.1. The City's laws and policies governing the development of the Property at the time of the execution of this Agreement shall govern the development of the Property for the duration of this Agreement.

6.2. City may apply subsequently adopted laws and policies that are subject to this Agreement only if the City holds a public hearing and determines:

6.2.1. They are not in conflict with the laws and policies governing this Agreement and do not prevent development of the Property for the uses, intensities, or densities in this Agreement;

6.2.2. They are essential to the public health, safety, or welfare, and expressly state that they shall apply to the Project that is subject to this Agreement;

6.2.3. They are specifically anticipated and provided for in this Agreement;

6.2.4. City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

6.2.5. This Agreement is based on substantially inaccurate information supplied by the developer.

6.3. Notwithstanding paragraph 6.2, no subsequently enacted laws or policies may, except as expressly set forth herein concerning termination of this Agreement, eliminate or modify the Reservation of Capacity provided for in paragraph 5 of this Agreement.

7. **Development Permits Required**.

7.1. Local Development Permits.

7.1.1. The local development permits approved or needed to be approved for the development of the Project (or portions thereof) in accordance with the provisions of this Agreement, and the status of each such permit or approval, are set forth on the attached **Exhibit B**.

7.1.2. Nothing in this Agreement shall be deemed to obviate the Owner's compliance with terms and provisions of each such identified Permit, nor to obligate the City, to grant any of the Permits, actions, or approvals enumerated above.

7.2. Additional Permits, Etc. The failure of this Agreement to address any particular permit, condition, term, or restriction on development shall not relieve the Owner, City or County of the necessity of complying with any law governing said permitting requirement, conditions, terms and restrictions with respect to the contemplated development of the Project, as applicable.

7.3. Additional Conditions. City reserves the right to impose additional conditions, terms, restrictions or other requirements determined to be necessary for the public health, safety, and welfare of their citizens with respect to the development contemplated by the Owner and described in this Agreement, provided that such conditions, terms or restrictions shall not be in contravention with the terms of this Agreement.

8. **Public Facilities**. The Public Facilities that will service the Project, the person or entity who or which shall provide such Public Facilities, and the date of any new Public Facilities which must be constructed, are as follows:

8.1. Transportation Facilities. See the provisions of paragraphs 3 through 5 regarding Transportation Facilities which will provide capacity for the Project.

8.2. Potable Water. Potable water services for the Property are available from the City. City presently has sufficient permitted and constructed capacity, unreserved, for the development of the Project.

8.3. Sanitary Sewer. Sanitary sewer services for the Property are available from the City. City presently has sufficient permitted and constructed capacity, unreserved, for development of the Project.

8.4. Solid Waste Collection. Solid waste collection for the Property will be provided pursuant to the City Code by the City. City currently has sufficient capacity, unreserved, to provide solid waste collection services for the Project.

8.5. Educational Facilities. Public education services for the Property are currently provided by the following schools, operated by the Marion County Board of Public Education:

8.5.1. Elementary School – Saddlewood Elementary

8.5.2. Middle School – Liberty Middle School

8.5.3. High School – West Port High School

8.6. Recreational Facilities. The Property is served by recreational facilities owned by City, including the Ocala Sports Complex located within three (3) miles of the Property.

8.7. Health Systems and Facilities. West Marion Hospital is located approximately one and eight-tenths (1.8) miles from the Property.

9. **Additional Provisions**.

9.1. Notices.

9.1.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph 9.1:

9.1.1.1 For Developer: MTN Holding Company Inc., Attn: Don Carll, 2600 Pleasantdale Road, Suite 7, Atlanta, Georgia 30340; email: don@mtnholding.com.

a. With a copy to: Gary Scott Edinger, Esq., 305 NE 1st Street, Gainesville, FL 32601; email: gsedinger12@gmail.com.

9.1.1.2 For City: Director of Growth Management Services, 201 SE 3rd Street (2nd Floor), Ocala, FL 34471; email: TChighizola@Ocalafl.org.

a. With a copy to: City Engineer, 1805 N.E. 30th Ave., Building 600, Ocala, Florida 34470; email: SLanier@Ocalafl.org.

9.1.2. Each such Communication shall be deemed delivered:

9.1.2.1 On the date of delivery if by personal delivery;

9.1.2.2 On the date of email transmission if by email (subject to paragraph 9.1.5); and

9.1.2.3 If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

9.1.2.4 Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

9.1.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with paragraph 9.1.2.

9.1.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

9.1.5. Concerning Communications sent by email:

9.1.5.1 The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received

but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

9.1.5.2 If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

9.1.5.3 Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

9.1.5.4 The sender must print the email to establish that is was sent (though it need not do so at the time the email was sent); and

9.1.5.5 The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

9.2. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Owner, City or County in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate Party, no Party shall have the right to act as an agent for another Party and no Party shall the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.

9.3. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Any portion of the Property which may under the terms of this Agreement later may be designated for public use or purposes shall be conveyed by Owner to City or County, as applicable. Except as herein specifically provided no right, privileges or immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

9.4. Default Provisions.

9.4.1. The terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach or failure of an express condition hereunder.

9.4.2. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.

9.4.3. No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written Default Notice (with, if applicable, a copy to any other Party to this Agreement) specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.

9.4.4. In the event of a material default by Owner with respect to their obligations to City under this Agreement, and failure of Owner to cure the default within the grace period set forth above, in addition to any other remedies available to City under the terms of this Agreement, City shall be entitled to withhold issuance of additional development permits or authorizations until the default has been cured. If Owner has, prior to the occurrence of the default, conveyed some or all of the Property to unrelated third parties (such parcel or parcels then becoming a "Third Party Parcel") and the default of Owner is not with respect to, or impact Owner's obligations regarding, a Third Party Parcel, the right of City to withhold permits upon a default by Owner shall not extend to City permits pending or to be issued with respect to a successor owner of the Third Party Parcel. The Parties agree that failure of Owner to timely provide Concurrency Mitigation by conveying to City the Conveyed ROW under the provisions of this Agreement shall constitute a default with respect to, or impacting Owner's obligations regarding, a Third Party Parcel, and therefore permit City to withhold permits for such Third Party Parcel.

9.5. Estoppel Statements.

9.5.1. Each Party agrees that upon written request from time to time of any other Party it will timely issue at no charge to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an Estoppel Statement stating:

9.5.1.1 Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof.

9.5.1.2 Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).

9.5.1.3 That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.

9.5.1.4 That (if known by the requested Party, if not known by the requested Party that Party shall reply only with respect to any monies owed to it) to the best of the requested Party's knowledge there are not any monies currently owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.

9.5.1.5 That, as to the Project or as to a specific parcel therein (as applicable, based upon the request) there are no moratoriums or suspensions of the right to procure Development Orders, Building Permits, or Certificate of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

9.5.2. Such written statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the contrary of those contained in the Estoppel Certificate who has acted in reasonable reliance upon the statement; however, such statement shall in no event suggest the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.

9.6. Litigation. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.

9.7. Binding Effect. The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.

9.8. Headings. The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.

9.9. Severability. Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

9.10. Survival of Representations and Warranties. All representations and warranties contained herein are made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.

9.11. Successors and Assigns.

9.11.1. All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.

9.11.2. Upon a sale or other transfer of a Parcel or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Parcel or a portion of the Parcel.

9.12. Applicable Law. This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.

9.13. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

9.14. Amendment of Agreement. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

9.15. Effective Date.

9.15.1. This Agreement shall become effective upon the occurrence of all of the following events: (1) the now-pending City Ordinance No. _____ becoming final and non-appealable; and (2) execution of this Agreement by all Parties; (3) and the recordation of the Agreement in the Public Records of Marion County, Florida.

9.15.2. Notwithstanding the foregoing:

9.15.2.1 The parties shall be obligated to perform any obligations hereunder that are required before such Effective Date; and

9.15.2.2 In the event this Agreement is challenged, including a challenge pursuant to Section 163.3243, Florida Statutes, within thirty (30) days of the recordation of this Agreement in the Public Records of Marion County, Florida, the obligations of the parties shall be suspended hereunder.

9.16. Term. The term of this Agreement shall be for a period of thirty (30) years, commencing on the Effective Date. The duration of the Reservation of Capacity granted to Owner is governed by paragraph 5.2 of this Agreement which shall apply notwithstanding that such duration is less than the term of this Agreement.

9.17. Exhibits.

9.17.1. All exhibits attached to this Agreement shall be deemed incorporated herein by reference.

9.17.2. The following exhibits are attached to this Agreement:

9.17.2.1 **Exhibit A** – Property

9.17.2.2 **Exhibit B** – Permits/Approvals

9.17.2.3 **Exhibit C** – Equivalency Matrix

THEREFORE, the Parties have executed this Agreement effective as of the Effective Date (notwithstanding that it may be executed or acknowledged on other dates as set forth below).

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SIGNATURES START ON NEXT PAGE

Country Green, LP, a Nevada limited liability partnership

By: _____
Don Carll as General Partner

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2022, by Don Carll as General Partner of Country Green, LP, a Nevada limited liability partnership.

_____
Notary Public, State of _____
Name: _____

Commission Number:
Commission Expires:

Notary: Check one of the following:
☐ Personally known OR ☐ Produced Identification

☐ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____
_____

ATTEST:

_____
Angel B. Jacobs
City Clerk

City of Ocala, a Florida municipal corporation

_____
Ire J. Bethea, Sr.
President, Ocala City Council

Approved as to form and legality

_____
W. James Gooding III
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2022, by Ire J. Bethea, Sr., as City Council President, for the City of Ocala, a Florida municipal corporation.

_____
Notary Public, State of Florida
Name: _____

Commission Number:
Commission Expires:

Notary: Check one of the following:
☐ Personally known OR ☐ Produced Identification

☐ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____
_____

EXHIBIT A
PROPERTY

Real property with Marion County Tax Parcel ID #: 23320-005-03 described as follows:

SEC 27 TWP 15 RGE 21
COM AT NW COR OF S 1/2 OF SE 1/4 OF SEC 21 TH S 00-27-06 E 32.55 FT TO POB TH S 89-52-02 E 660.51 FT TH S 00-06-59 W 1294.05 FT TH S 00-04-57 W 1324.83 FT TH N 89-49-15 W 656.99 FT TH N 00-02-37 W 1325.18 FT TH N 00-05-22 E 1293.17 FT TO POB.

EXHIBIT B
PERMITS/APPROVALS

	PERMITS/APPROVALS[2]	STATUS
1.	Annexation of the Property into the jurisdictional boundaries of the City	Completed
2.	Assignment of appropriate Future Land Use designation for Property	Completed
3.	Assignment of Planned Development (PD) zoning to Property	Pending[3]
4.	Approval of PD Plan for Property	Pending[4]
5.	Approval of Final Development Plan for the entire Property or portions of the Property, for PD zoning district	Pending
6.	Water Management District Environmental Resources (stormwater) Permit	TBAF[5]
7.	FDEP Permit – extension of City potable water system	TBAF
8.	City approval - extension of City sanitary sewer system	TBAF
9.	City approval – Amended Conceptual Site Development Plan (to be obtained as phases of project) if phases of project are developed (if required by City Code)	TBAF
10.	City Site Plan approval (Commercial sites requiring site plan approval under City Land Development Regulations)	TBAF
11.	City Plat approval – Plat(s) of property or portions thereof	TBAF

[2] Some of the Permits or Approvals identified above would be issued multiple times as sub-areas of the Property are developed. Nothing in this Agreement shall be deemed to obligate the Owner's compliance with terms and provisions of each such identified permit, nor to obligate the City or County to grant any of the permits, actions or approvals enumerated above.
[3] It is anticipated that this will be approved simultaneously with the approval of this Agreement.
[4] See Footnote3.
[5] "TBAF" stands for ("to be applied for").

EXHIBIT C
EQUIVALENCY MATRIX

COUNTRY GREEN PD TRIP EQUIVALENCY MATRIX

Land Use Trip Equivalency Matrix

A. LAND USE EQUIVALENCY RATES

CHANGE FROM \ CHANGE TO	Single-Family Housing (DU)	Multi-Family Housing (DU)	Assisted Living Facility (Beds)	General Office (1,000 SF)	Medical-Dental Office (1,000 SF)	Commercial Retail (1,000 SF)
Single-Family Housing (DU)	--	2.4353	3.8030	0.8187	0.2721	0.2437
Multi-Family Housing (DU)	0.4106	--	1.5616	0.3362	0.1117	0.1001
Assisted Living Facility (Beds)	0.2630	0.6404	--	0.2153	0.0716	0.0641
General Office (1,000 SF)	1.2215	2.9748	4.6453	--	0.3324	0.2977
Medical-Dental Office (1,000 SF)	3.6749	8.9495	13.9754	3.0085	--	0.8955
Commercial Retail (1,000 SF)	4.1036	9.9937	15.6059	3.3595	1.1167	--

B. EQUIVALENCY EXAMPLES

EXAMPLE 1: TRADE FROM COMMERCIAL RETAIL TO MULTI-FAMILY HOUSING
Trade 10,000 SF of Commercial Retail for ? DU of Multi-Family Housing
= (10 KSF) Commercial Retail x 9.9937 DU of Multi-Family Housing
= 99.937 x (DU) Multi-Family Housing
= 100 DU of Multi-Family Housing

EXAMPLE 2: TRADE FROM COMMERCIAL RETAIL TO OFFICE
Trade 30 KSF of Commercial Retail for ? (1,000) SF of Office
= (30 KSF) Commercial Retail x 3.3595 (1,000 SF) of Office
= 100.785 x (1,000) SF Office
= 100,785 SF Office

EXAMPLE 3: ADD ALF FROM MULTI-FAMILY HOUSING
Add 150 beds of ALF for ? DU of Multi-Family Housing
= 150 Beds of ALF / 1.5616 (DU) Multi-Family Housing
= 96.056 x DU Multi-Family Housing
= Reduce Multi-Family Housby by 96 DU

C. SOURCE INFORMATION AND DOCUMENTATION FOR EQUIVALENCY RATES

Land Use	Units	Gross Trip Rate [1]	% New Trips [2]	Trips / Unit
Single-Family Housing (ITE 210)	1 (DU)	0.990	78.00%	0.772
Multi-Family Housing (ITE 221)	1 (DU)	0.406	78.00%	0.317
Assisted Living Facility (ITE 254)	1 (Bed)	0.260	78.00%	0.203
General Office (ITE 710)	1 (1,000 SF)	1.150	82.00%	0.943
Medical-Dental Office (ITE 720)	1 (1,000 SF)	3.460	82.00%	2.837
Commercial Retail (ITE 820)	1 (1,000 SF)	5.853	54.12%	3.168

D. FOOTNOTES

[1]: Trip Rate based upon ITE *Trip Generation, Tenth Edition*, p.m. peak-hour trip generation rates as follows:

Single-Family	Obtained using the Trip Generation rate for ITE LUC 210.
Multi-Family	Obtained using the Trip Generation equation for ITE LUC 221 and the approved trip generation for the project.
Assisted Living Facility	Obtained using the Trip Generation rate for ITE LUC 254.
Office	Obtained using the Trip Generation rate for ITE LUC 710.
Medical-Dental Office	Obtained using the Trip Generation rate for ITE LUC 720.
Commercial Retail	Obtained using the Trip Generation equation for ITE LUC 820 and the approved trip generation for the project.

[2]: % New is based upon the Internal Capture and Pass-by Capture = (1 - IC%) * (1 - PB%). An internal capture of 22% was applied for residential uses and 18% for retail/office uses based on the trip generation for the overall site. A pass-by capture of 34% was applied to the shopping center land use consistent with the trip generation approved for the proposed development program.

k:\oca_civil\142742000 - wintergreen pd tia\calcs\equivalency matrix\[country green pd - trip equivalency matrix.xlsx]trip eq. matrix

P:\CITY\Growth Mgt\RGI\Carll\Traffic\Country Green\County Green Concurrency K JG 1-14-22.docx

Final Traffic Impact Analysis

COUNTRY GREEN PD

CITY OF OCALA, FL

Prepared for:

WG One Corp

Prepared by:

Kimley-Horn and Associates, Inc.

142742000
September 2018
© Kimley-Horn and Associates, Inc.
101 E Silver Springs Boulevard, Suite 400
Ocala, FL 34470
352 438 3000

Kimley»Horn

Final Traffic Impact Analysis

COUNTRY GREEN PD

CITY OF OCALA, FL

Prepared for:

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Prepared by:

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September 2018
© Kimley-Horn and Associates, Inc.101 E Silver Springs Boulevard, Suite 400
Ocala, FL 34470
352 438 3000

THIS IS TO CERTIFY THAT THE ENCLOSED CALCULATIONS WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION.

AMBER L. GARTNER, P.E.
Florida Registration #72294
CA# 00000696

DATE: 8/12/2020

EXECUTIVE SUMMARY

Kimley-Horn has performed a Traffic Impact Analysis (TIA) for the Country Green Planned Development (PD). The PD is generally located west of SW 44th Avenue, south of SW 20th Street in southwest Ocala, Florida. The PD area is +/- 40 acres on the west side of the Ocala West PUD.

The TIA has been prepared to support a Concurrency Development Agreement (CDA). The analysis has been performed in accordance with the City of Ocala Traffic Impact Analysis guidelines and the methodology which was approved by the City of Ocala, Marion County, and Ocala/Marion County TPO.

The project's development program includes the following uses and intensities:

- Apartments – 900 dwelling units
- Commercial retail – 75,000 square feet

Access to the property is proposed via an existing full access connection on SW 20th Street across from SW 54th Court and a right-in/right out connection on SW 20th Street.

The traffic analysis was performed considering a buildout timeframe of 20 years (2037) for the proposed development program. The operating conditions within the study area were evaluated for future background (before addition of project traffic) conditions and buildout traffic conditions. Transportation improvements were identified within the study area to be needed under future background traffic conditions. These improvements are needed prior to the addition to project traffic, and therefore no proportionate share contribution is required by the development per Florida State Statutes.

The following geometric improvements were identified to be needed at project buildout, in addition to those identified under future background traffic conditions:

- Signalization and construction of an exclusive westbound left-turn lane at the intersection of SW 20th Street and SW 54th Court (site access improvement)
- Construction of an exclusive northbound right-turn lane at the intersection of SW 20th Street and SW 38th Avenue
- Signal timing adjustments at the intersection of SW 20th Street and SW 27th Avenue

Consistent with Florida Statute, the project's proportionate share percentage was calculated for each offsite transportation improvement (non-site related) identified to be needed due to the addition of project traffic.

The traffic analysis and results provided herein support the transportation concurrency reservation request for the Country Green PD project. The owners of the Country Green PD and Wintergreen PD, which is located on the eastern boundary of the Ocala West PUD, have prepared TIAs for both developments and will be going through the transportation concurrency reservation process concurrently. However, for the purpose of the Wintergreen PD TIA, project trips from the Country Green PD will be considered "vested" background trips.

The contribution of right-of-way for the future SW 44th Avenue is intended to mitigate for the transportation deficiencies identified within this study to require mitigation from the developer.

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INTRODUCTION

Kimley-Horn has performed a Traffic Impact Analysis (TIA) for the proposed Country Green Planned Development (PD). The project site is generally located west of SW 44th Avenue, south of SW 20th Street in southwest Ocala, Florida. The PD area is +/- 40 acres on the west side of the Ocala West Planned Unit Development (PUD). The site is proposed to contain commercial retail and residential uses.

The TIA identifies transportation needs within the study area under future background (before the addition of project traffic) and project buildout conditions. The TIA has been prepared to support the transportation concurrency reservation and a developer agreement for the subject property. The analysis has been performed in accordance with the City of Ocala Traffic Impact Analysis guidelines and the methodology which was approved by the City of Ocala, Marion County, and the Ocala/Marion County Transportation Planning Organization (TPO). The approved methodology is included in the **Appendix**.

The project's development program includes the following uses and intensities:

- Multifamily housing – 900 dwelling units
- Commercial retail – 75,000 square feet

Access to the property is proposed via an existing full access connection on SW 20th Street across from SW 54th Court and a right-in/right out connection on SW 20th Street. The buildout timeframe evaluated for the project is 20 years (by end of 2037). A copy of the current PD Plan illustrating the site location and proposed project access is included in the **Appendix**.

This TIA is based on data collected by Kimley-Horn and supplemented by information obtained from City of Ocala, Marion County, and Florida Department of Transportation (FDOT) sources. The study observed the established procedures found in Institute of Transportation Engineers (ITE) sources, FDOT sources, and the *2010 Highway Capacity Manual* (HCM 2010).

PROJECT TRAFFIC

The trip generation potential of the proposed development program was calculated based upon rates and equations contained in the ITE *Trip Generation Manual,* Tenth Edition. Internal capture and pass-by calculations were prepared in accordance with the methods established in the ITE *Trip Generation Handbook, 3rd Edition*.

The ITE calculated pass-by capture was limited to 10% of the projected SW 20th Street traffic volumes. The pass-by capture calculations were approved during the methodology process. Pass-by trips have been included in the driveway volumes for evaluation of the site access locations.

Based on the development program provided, the project is anticipated to generate 6,792 net new daily trips, 413 net new AM peak hour trips, and 522 net new PM peak hour trips.

Table 1 illustrates the trip generation calculations for the site, which were approved during the methodology process.

Site Access

Access to the Country Green PD is proposed via a connection on the north side of the parcel to SW 20th Street as well as three access points along a proposed north-south roadway along the west side of the parcel, intersecting with SW 20th Street directly across from SW 54th Court.

The access locations are illustrated on the PD in the **Appendix**. This report includes evaluation of the site access locations for the appropriate control and geometry needed at project buildout.

Table 1: Trip Generation Calculations

Land Use	Intensity			Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
					Total	In	Out	Total	In	Out
Proposed Development										
Multifamily Housing (Mid-Rise)	900 DU			4,903	295	77	218	365	223	142
Shopping Center	75,000 SF			4,944	189	117	72	439	211	228
	Subtotal			*9,847*	*484*	*194*	*290*	*804*	*434*	*370*
Internal Capture	Daily	AM	PM							
Residential	17%	1%	22%	828	4	2	2	80	59	21
Commercial	17%	2%	18%	828	4	2	2	80	21	59
Subtotal	*17%*	*2%*	*20%*	1,656	8	4	4	160	80	80
Pass-By Traffic [1]	Daily	AM	PM							
Shopping Center	34%	34%	34%	1,399	63	39	24	122	65	57
10% of Adjacent Street Traffic	10%			1,651	151	76	75	152	76	76
	Limiting:			*1,399*	*63*	*39*	*24*	*122*	*65*	*57*
Driveway Volumes				**8,191**	**476**	**190**	**286**	**644**	**354**	**290**
TOTAL NET NEW TRIPS				**6,792**	**413**	**151**	**262**	**522**	**289**	**233**

Note: *Trip Generation was calculated using the data from ITE's Trip Generation Manual, 10th Edition*

Multifamily Housing (Mid-Rise) [ITE LUC 221]

Daily	T = 5.45*(X) - 1.75 (X is DU)
AM Peak Hour of Adjacent Street	Ln(T) = 0.98*Ln(X) - 0.98 (X is DU; 26% in, 74% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.96*Ln(X) - 0.63 (X is DU; 61% in, 39% out)

Shopping Center [ITE LUC 820]

Daily	Ln(T) = 0.68*Ln(X) + 5.57 (X is SF/1,000)
AM Peak Hour of Adjacent Street	T = 0.50*(X) + 151.78 (X is SF/1,000; 62% in, 38% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.74*Ln(X) + 2.89 (X is DU; 48% in, 52% out)
Pass-By Trip Reduction [2]	P = 0.34*(T)

Note 1: The ITE calculated pass-by capture was limited to 10% of the projected adjacent side-street traffic volumes. Adjacent side-street traffic volume is that projected for SW 20th Street based on existing traffic volumes from the 2016 FDOT Florida Traffic Information CD, turning movement counts, and the growth rates from the approved methodology. Background growth was applied to account for future adjacent traffic volumes at buildout of the development.
Note 2: The ITE recommended pass-by capture rate for the PM peak hour was applied for the daily and AM peak hours as well.

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\[TIA-CG_Calcs_180307.xlsx]T1-TGEN Country Green PD *3/16/18*

TRIP DISTRIBUTION, ASSIGNMENT, AND STUDY AREA

A projected traffic distribution was developed using output from the Central Florida Regional Planning Model (CFRPM) Version 6.0, which is based on the Florida Standard Urban Transportation Model Structure (FSUTMS). Hand adjustments were made to the model output based on site layout characteristics and local knowledge to establish a reasonable estimation for the project's travel patterns within the study area. The distribution was approved during the methodology review process.

Functionally classified roadway segments in the project's vicinity were reviewed to determine the project's potential traffic impact. The project impact on the surrounding roadway network has been calculated as the average PM peak hour trip assignment on that roadway segment divided by the segment's peak hour peak direction service volume. A 3% threshold was used to define the project study area. Per the City of Ocala Traffic Impact Analysis Guidelines, the study area includes all significantly impacted roadways plus one segment beyond the last segment that meets the 3% impact threshold, unless the project has a de minimis impact on the roadway segment. The service volumes for evaluated roadways were obtained utilizing functional classification and level of service information published by the TPO and FDOT.

The project significance calculations are provided within the methodology document located in the **Appendix**.

The following roadway segments are included within the study area, as approved during the methodology process:

- SW 60th Avenue – SR 40 to SW 20th Street
- SW 60th Avenue – SW 20th Street to SW 38th Street
- SW 60th Avenue – SW 38th Street to SR 200
- SW 38th Street – SW 60th Avenue to SR 200
- SW 20th Street – SW 60th Avenue to SW 44th Avenue
- SW 20th Street – SW 44th Avenue to I-75
- SW 20th Street – I-75 to SW 27th Avenue
- SW 20th Street – SW 27th Avenue to SR 200

In addition to roadway segment analysis, the following intersections were evaluated for PM peak hour traffic conditions (4-6 PM), as approved during the methodology process:

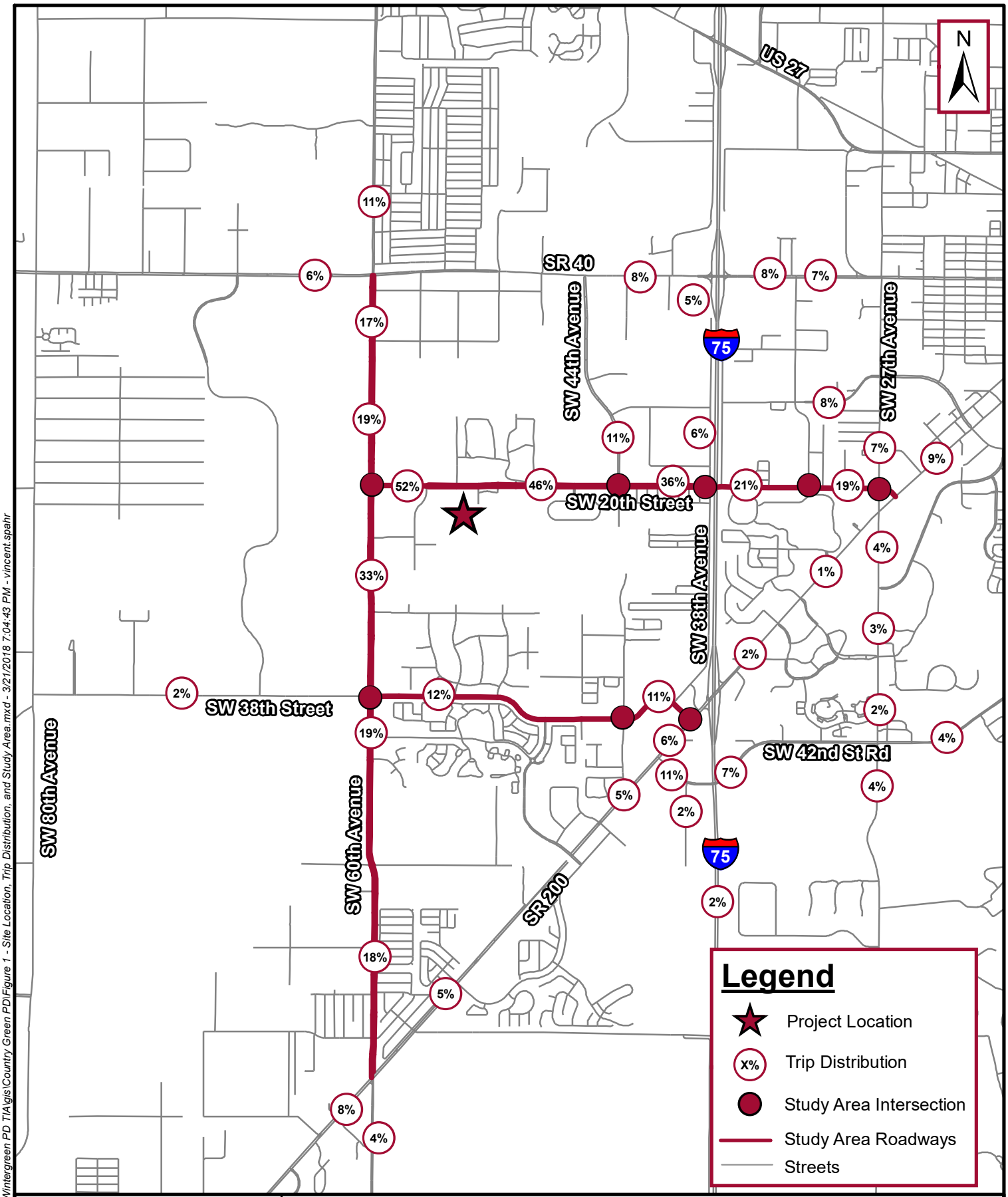
- SW 20th Street & SW 60th Avenue
- SW 20th Street & SW 44th Avenue (unsignalized)
- SW 20th Street & SW 38th Avenue
- SW 20th Street & SW 31st Avenue
- SW 20th Street & SW 27th Avenue
- SW 38th Street & SW 60th Avenue

- SW 38th Street/40th Street & SW 38th Court (unsignalized)
- SW 38th Court & SR 200

In addition, based on request by the review agencies during development of the methodology, the following intersections were also evaluated during the AM peak period (7AM – 9AM):

- SW 20th Street & SW 44th Avenue (unsignalized)
- SW 20th Street & SW 38th Avenue

The two site access locations on SW 20th Street were also reviewed for buildout traffic conditions. **Figure 1** illustrates the site location, trip distribution, and study area for the traffic analysis.



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FIGURE 1: SITE LOCATION, TRIP DISTRIBUTION, AND STUDY AREA

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Project No: 142742000	Not To Scale	June 2018	Figure 1

EXISTING CONDITIONS ANALYSIS

Data Collection

Turning movement counts were collected at the study area intersections during the AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak hours of adjacent street traffic in February 2018. The turning movement counts were used for the existing conditions analysis and as a basis for forecasting the future year turning movement volumes. The turning movement counts are provided in the **Appendix**.

The appropriate peak season factors from FDOT were utilized to adjust the observed traffic volumes to peak season. Existing peak hour factors, right turns on red, and heavy vehicles were recorded during the turning movement counts. The existing intersection lane geometries were observed in the field. Existing signal timings obtained from the City of Ocala and Marion County were utilized in the analysis.

Roadway Segment Analysis

Study roadway segments were evaluated to determine the existing PM peak hour levels of service and to provide a basis for the future conditions analysis. The maximum service volumes were obtained from the latest Marion County Roadway Segment Tables and the 2013 FDOT Quality/Level of Service Handbook.

The existing PM peak hour directional traffic volumes on the roadway segments were calculated using the PM peak hour turning movement count (approach/departure) data collected at the study area intersections. The reported existing traffic volume is an average of the recorded approach and departure volumes, adjusted to peak season using the applicable FDOT peak season factor.

Table 2 illustrates the existing peak hour volume and level of service for roadway segments in the study area during the PM peak hour. All the study area roadway segments are shown to operate within the adopted level of service standard under existing PM peak hour traffic conditions.

Table 2: Existing Conditions PM Peak Hour Roadway Segment Analysis

Roadway		ROADWAY ATTRIBUTES [1]				Peak Hour Directional Service Capacity [2]	EXISTING PEAK SEASON PEAK HOUR TRAFFIC CONDITIONS					
							Volumes [3]		V/C Ratios		LOS [2]	
From	To	FDOT Classification	Area Type	Adopted LOS Standard	Number of Lanes		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
NW / SW 60th Ave												
SR 40	SW 20th St	NS-SA-C1	Urban	E	4	1,800	680	840	0.38	0.47	C	C
SW 20th St	SW 38th St	NS-SA-C1	Urban	E	4	1,800	695	1,000	0.39	0.56	C	C
SW 38th St	SR 200	NS-SA-C1	Urban	E	4	1,800	599	869	0.33	0.48	C	C
SW 38th St												
SW 60th Ave	SR 200	NS-SA-C1	Urban	E	2	792	404	433	0.51	0.55	C	C
SW 20th St												
SW 60th Ave	SW 44th Ave	NS-SA-C1	Urban	E	4	1,800	382	629	0.21	0.35	C	C
SW 44th Ave	I-75	NS-SA-C1	Urban	E	4	1,800	471	649	0.26	0.36	C	C
I-75	SW 27th Ave	NS-SA-C1	Urban	E	2	832	643	647	0.77	0.78	C	C
SW 27th Ave	SR 200	NS-SA-C1	Urban	E	2	792	334	285	0.42	0.36	C	C

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\[TIA-CG_Calcs_180307.xlsx]Roadway Existing *3/16/2018*

1. The roadway attributes were obtained from the latest Marion County and FDOT sources.
2. Roadway Service Capacities and LOS were determined using the 2013 FDOT Quality/LOS Handbook and Marion County roadway segment tables.
3. Existing peak season volumes are based on existing turning movement counts and supplemented by seasonal factors from FDOT's Florida Traffic Information 2016.

Intersection Analysis

The existing intersection operating conditions were evaluated based on the data collection efforts summarized above. The operating conditions at the study intersections were analyzed using the Synchro 9 software package, which implements the procedures of the 2010 *Highway Capacity Manual* (HCM). The observed turning movement volumes were adjusted to peak season volumes for the existing conditions analysis. Existing lane geometry, peak hour factors, truck percentages, U-turn percentages, and right-turn-on-red percentages observed in the field were input into the capacity analyses.

Table 3 provides a summary of the average delay and level of service during the PM peak hour under existing traffic conditions. All study area intersections operate with acceptable overall intersection level of service under existing PM peak hour conditions. However, the intersection of SW 38th Street and SW 60th Avenue is shown to operate with an individual traffic movement having a volume to capacity (V/C) ratio exceeding 1.0, as summarized in **Table 3**.

Table 4 provides a summary of the average delay and level of service during the existing AM peak hour. The two area intersections evaluated during the AM peak hours are shown to operate with acceptable overall intersection LOS.

The Synchro 9 analysis output is provided in the **Appendix**.

Table 3: Existing Conditions PM Peak Hour Intersection Analysis

Intersection	Existing Conditions		
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Unsignalized			
SW 20th St & SW 54th Ct (TWSC)[1]	C	17.8	0.12
SW 20th St & SW 44th Ave (TWSC) [1]	C	17.6	0.31
SW 43rd Ct & SW 40th St (AWSC)	B	12.5	0.56
Signalized			
SW 20th St & SW 60th Ave	B	15.7	0.87
SW 20th St & SW 38th Ave	C	29.4	0.87
SW 20th St & SW 31st Ave/CCF	B	13.3	0.72
SW 20th St & SW 27th Ave	D	38.7	0.86
SW 38th St & SW 60th Ave	D	37.9	1.08
SR 200 & SW 38th Ct	D	44.6	0.91

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Note:
1. Intersection LOS and delay at two-way stop-controlled intersections are reported for the stop-controlled approaches only.

Table 4: Existing Conditions AM Peak Hour Intersection Analysis

Intersection	Existing Conditions		
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Unsignalized			
SW 20th St & SW 44th Ave (TWSC) [1]	B	13.7	0.12
Signalized			
SW 20th St & SW 38th Ave	C	24.7	0.81

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Note:
1. Intersection LOS and delay at two-way stop-controlled intersections are reported for the stop-controlled approaches only.

FUTURE CONDITIONS ANALYSIS

Committed Transportation Improvements

SW 49th Avenue, from SW 42nd Street to CR 484 has been considered as a four-lane divided collector roadway for the future conditions analysis. The construction of this roadway is funded through transportation impact fees and recent sales tax referendum.

The extension of SW 44th Avenue from SW 20th Street to SR 200 has not been assumed in this analysis, consistent with the approved methodology.

Traffic Volume Development

The future traffic volumes within the study area were calculated based on the approved methodology. Future background traffic volumes were calculated using collected peak season turning movement traffic volumes, an annual background growth rate applied over the 20-year buildout timeframe, and committed traffic volumes.

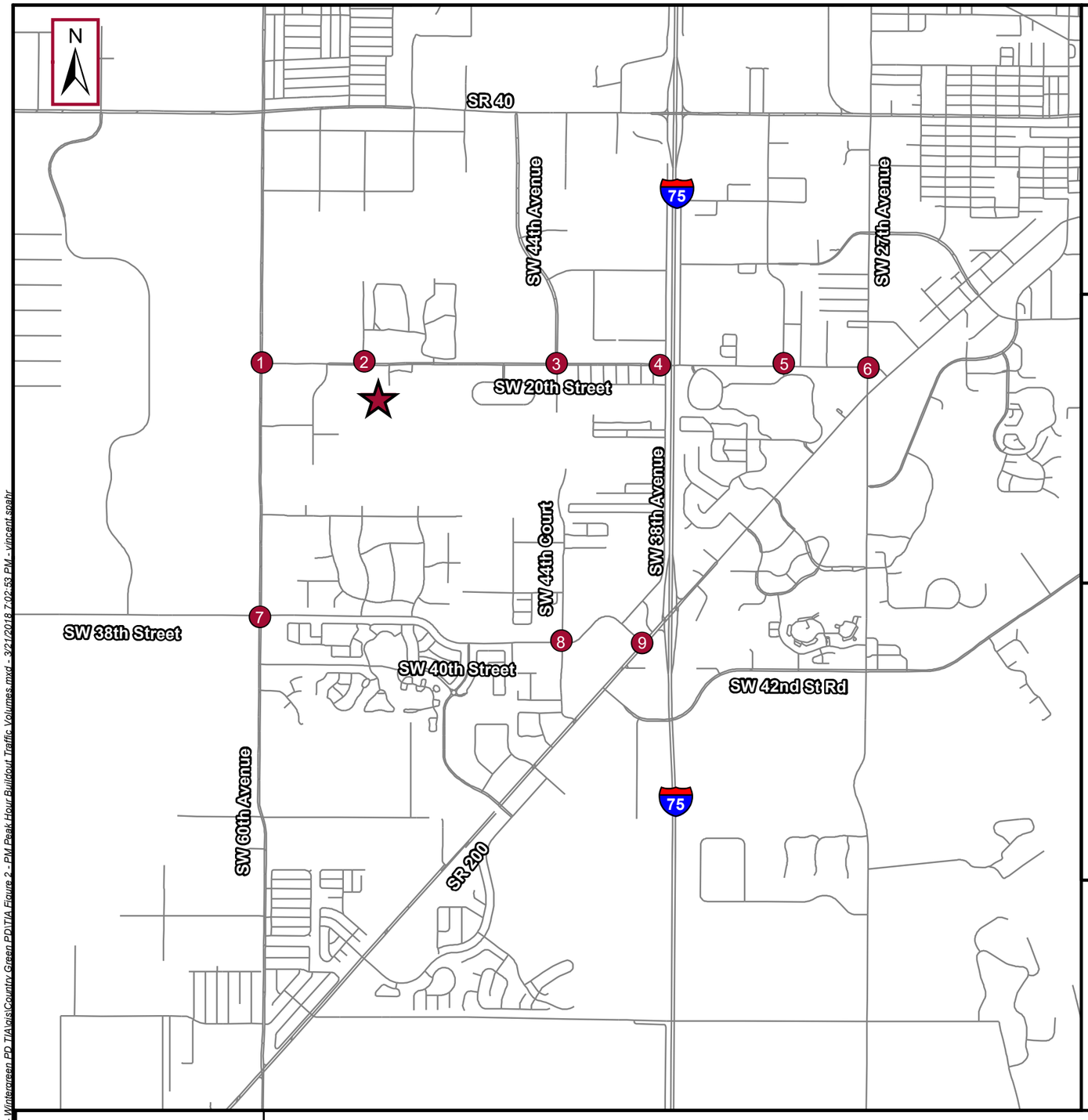
A 1.5% background annual growth rate was applied to the existing peak season volumes over the 20-year buildout timeframe. In addition, the following committed projects were included in the background traffic volume development, consistent with the approved methodology:

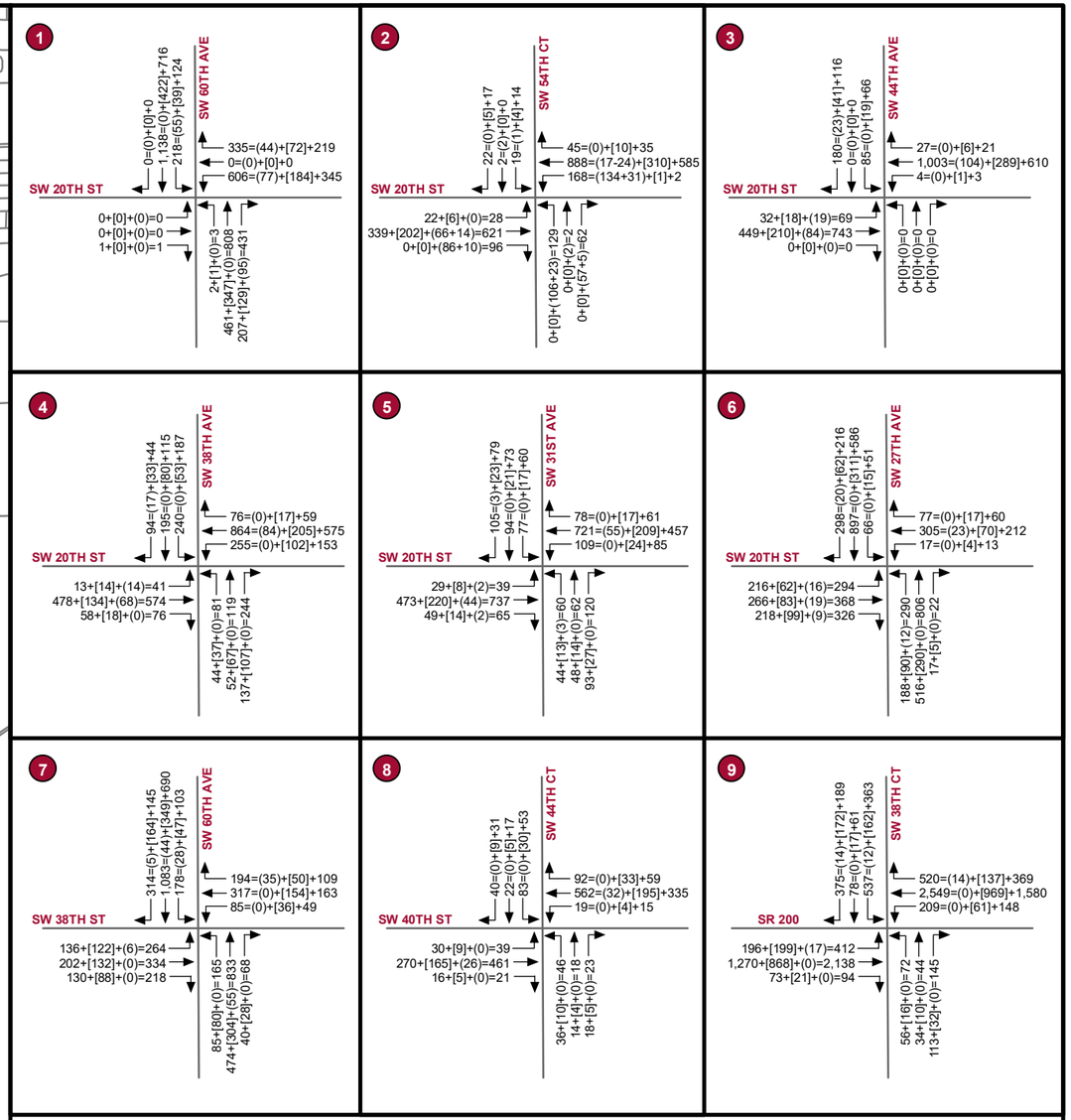
- Heathbrook remaining unbuilt
- Trinity Lane/Red Oak PUD
- Grand Oaks Town Center remaining
- Broadmoor Oaks
- Paddock Ridge East
- Paddock Ridge West
- On Top of the World
- Winding Oaks PD

The total buildout traffic volumes were calculated as the sum of the background traffic volumes and project traffic. For the roadway segment analyses, the PM peak hour project traffic volumes were calculated as an average across the segment length.

Two intersections were evaluated for AM peak hour traffic conditions. The same project trip distribution utilized for the PM analysis was utilized for the AM analysis.

Worksheets detailing the future conditions intersection volume development are contained in the **Appendix**. The buildout total traffic volumes during the weekday PM peak hour are illustrated in **Figure 2**. The buildout total traffic volumes during the weekday AM peak hour are illustrated in **Figure 3**.





Legend

- Project Location
- Study Area Intersection
- Streets
- Existing + [Background Growth] + (Project Traffic+Pass-by Trips) = Buildout Total Traffic

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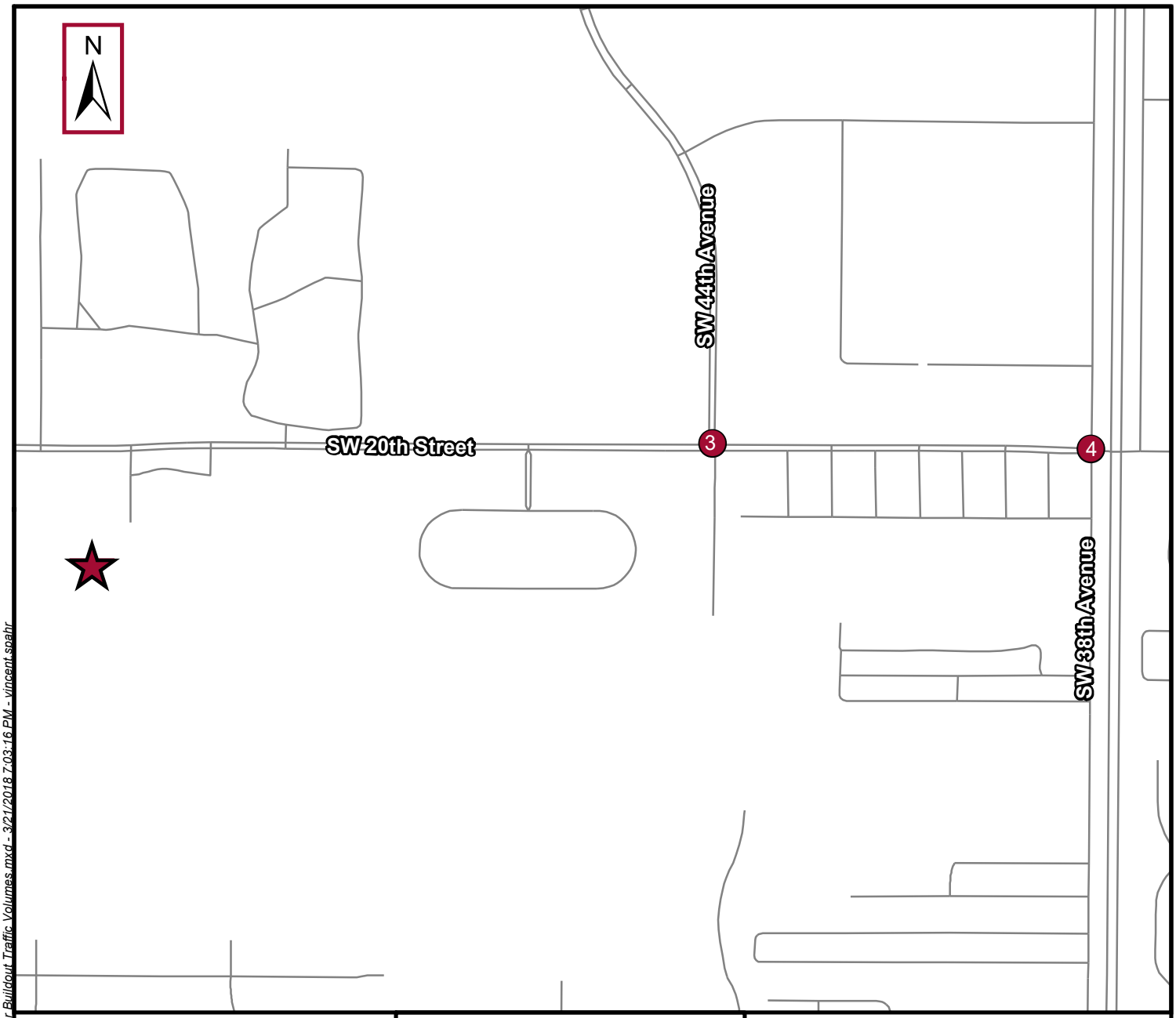
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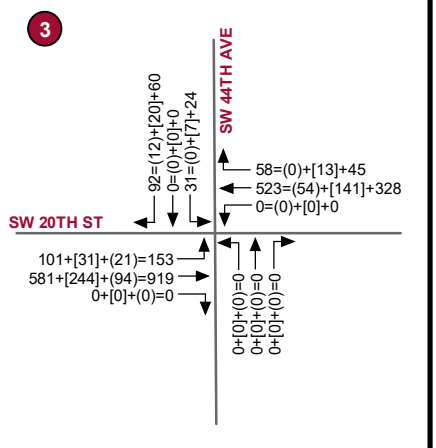
FIGURE 2: PM PEAK HOUR BUILDOUT TRAFFIC VOLUMES

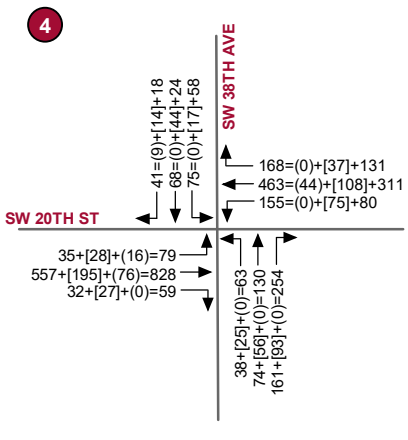
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Legend

- Project Location
- Study Area Intersection
- Streets
- Existing + [Background Growth] + (Project Traffic) = Buildout Total Traffic

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FIGURE 3: AM PEAK HOUR BUILDOUT TRAFFIC VOLUMES

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Future Background Roadway Segment Analysis

The roadway segments within the study area were evaluated for level of service under future background conditions (before the addition of project traffic) during the PM peak hour.

The service volumes for roadways within the study area were obtained utilizing functional classification and level of service information published by the Ocala/Marion County TPO and FDOT, consistent with the approved methodology.

The segment of SW 20th Street from I-75 to SW 27th Avenue is shown to exceed the generalized service volume under future background (non-project) traffic conditions during the PM peak hour, as shown in **Table 5**. A more detailed Synchro arterial analysis of the segment indicates that SW 20th Street would operate at LOS D in the eastbound direction and LOS C in the westbound direction under future background traffic conditions. In addition, the future background conditions analysis identified the need for improvement at the intersection of SW 20th Street at SW 38th Avenue, which will improve level of service in the westbound direction.

All other roadway segments within the study area are shown to operate within the generalized service volume with 2037 background (non-project) traffic volumes. The future background conditions roadway segment analyses are detailed in **Table 5**. The Synchro Arterial analysis for SW 20th Street from I-75 to SW 27th Avenue is included in the **Appendix**.

Table 5: Future Background Conditions PM Peak Hour Roadway Segment Analysis

Roadway		Adopted LOS Standard	Peak Hour Directional Service Capacity [1]	Existing PM Peak Hour Traffic Conditions		Applied Growth Rate [3]	Future (2037) Background Traffic Conditions									
				Volumes [2]			Future Background Peak Season Traffic [4]		Committed Traffic [5]		Future Non-Project Traffic Volumes [6]		V/C Ratios		LOS [1]	
From	To			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
NW / SW 60th Ave																
SR 40	SW 20th St	E	1,800	680	840	1.5%	874	1,079	226	222	1,100	1,301	0.61	0.72	C	C
SW 20th St	SW 38th St	E	1,800	695	1,000	1.5%	893	1,285	279	299	1,172	1,584	0.65	0.88	C	C
SW 38th St	SR 200	E	1,800	599	869	1.5%	770	1,117	242	225	1,012	1,342	0.56	0.75	C	C
SW 38th St																
SW 60th Ave	SR 200	E	792	404	433	1.5%	519	556	119	135	638	691	0.81	0.87	C	C
SW 20th St																
SW 60th Ave	SW 44th Ave	E	1,800	382	629	1.5%	491	808	94	126	585	934	0.33	0.52	C	C
SW 44th Ave	I-75	E	1,800	471	649	1.5%	605	834	71	100	676	934	0.38	0.52	C	C
I-75	SW 27th Ave	E	832	643	647	1.5%	826	831	78	76	904	907	1.09	1.09	F (D) [7]	F (C) [7]
SW 27th Ave	SR 200	E	792	334	285	1.5%	429	366	7	10	436	376	0.55	0.48	C	C

1. Roadway Service Capacities and LOS were determined using the 2013 FDOT Quality/LOS Handbook and Marion County roadway segment tables.
2. Existing peak season volumes are based on existing turning movement counts and supplemented by seasonal factors from FDOT's Florida Traffic Information 2016.
3. A background annual 1.5% growth rate was applied based on the approved methodology.
4. Future Peak Season Traffic is the summation of existing peak season volumes and background growth.
5. Committed traffic is cumulative from previously approved studies for Heathbrook, Trinity Lane/Red Oak PUD, Grand Oaks Towne Center, Broadmoor Oaks, Paddock Ridge East, Paddock Ridge West, On Top of the World, and Winding Oaks.
6. Future non-project traffic volumes are the summation of existing peak season volumes, background growth, and committed traffic.
7. SW 20th Street from I-75 to SW 27th Avenue is anticipated to exceed the generalized service volume under future background conditions. A detailed Synchro Arterial analysis shows LOS D in the eastbound direction and LOS C in the westbound direction for the segment.

Future Buildout Roadway Segment Analysis

The roadway segments within the study area were evaluated for level of service under future buildout traffic conditions during the PM peak hour. The service volumes utilized for the analysis are the same as those utilized for the future background conditions analysis.

The segment of SW 20th Street from I-75 to SW 27th Avenue is shown to exceed the generalized service capacity under future buildout traffic conditions during the PM peak hour, as shown in **Table 6**. The segment is also shown to exceed the generalized service volume with future background traffic volumes (prior to addition of project traffic). A more detailed Synchro arterial analysis of the segment indicated that SW 20th Street would operate at LOS E in the eastbound direction and LOS C in the westbound direction under future buildout traffic conditions. In addition, improvements have been identified at the intersection of SW 20th Street with SW 38th Avenue under future background and future buildout traffic conditions, which provide improved levels of service on SW 20th Street.

All other roadway segments within the study area are shown to operate with acceptable level of service with 2037 buildout traffic volumes. The project does not have a significant and adverse impact on any of the roadway segments within the study area.

The buildout roadway segment analyses are detailed in **Table 6.** The Synchro Arterial analysis of SW 20th Street from I-75 to SW 27th Avenue is included in the **Appendix**.

Table 6: Buildout Conditions PM Peak Hour Roadway Segment Analysis

Roadway		Adopted LOS Standard	Peak Hour Directional Service Capacity [1]	Future Non-Project Traffic Volumes [2]		PM Peak Hour Project Traffic			Future Buildout PM Peak Hour Traffic Conditions					
									Volumes [4]		V/C Ratios		LOS [1]	
From	To			NB/EB	SB/WB	% Assign [3]	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
NW / SW 60th Ave														
SR 40	SW 20th St	E	1,800	1,100	1,301	18.0%	42	52	1,142	1,353	0.63	0.75	C	C
SW 20th St	SW 38th St	E	1,800	1,172	1,584	33.0%	95	77	1,267	1,661	0.70	0.92	C	
SW 38th St	SR 200	E	1,800	1,012	1,342	18.5%	53	43	1,065	1,385	0.59	0.77	C	C
SW 38th St														
SW 60th Ave	SR 200	E	792	638	691	11.5%	27	33	665	724	0.84	0.91	C	C
SW 20th St														
SW 60th Ave	SW 44th Ave	E	1,800	585	934	50.7%	146	118	731	1,052	0.41	0.58	C	C
SW 44th Ave	I-75	E	1,800	676	934	32.5%	76	94	752	1,028	0.42	0.57	C	C
I-75	SW 27th Ave	E	832	904	907	23.0%	54	66	958	973	1.15	1.17	F (E) [5]	F (C) [5]
SW 27th Ave	SR 200	E	792	436	376	8.0%	19	23	455	399	0.57	0.50	C	C

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\[TIA-CG_Calcs_180320-Tableupdates.xlsx]Roadway Buildout *3/20/2018*

1. Roadway Service Capacities and LOS were determined using the 2013 FDOT Quality/LOS Handbook and Marion County roadway segment tables.
2. Future non-project traffic volumes are the summation of existing peak season volumes, background growth, and committed traffic.
3. The percent project traffic is averaged across the roadway segment.
4. Future Buildout traffic volumes are the summation of future non-project traffic and project traffic.
5. SW 20th Street from I-75 to SW 27th Avenue is anticipated to exceed the generalized service capacity at project buildout. A detailed Synchro Arterial analysis shows LOS E in the eastbound direction and LOS C in the westbound direction. This segment also exceeds generalized service capacity under future background (before the addition of project traffic) conditions.

Future Background Conditions Intersections Analysis

The intersections within the study area were evaluated to determine improvement needs to provide an acceptable level of service and intersection operations with future background traffic conditions prior to addition of project traffic. The future background traffic volumes included existing peak season traffic, background traffic growth, and committed project traffic. Existing intersection geometry, signal timings (as obtained from the City of Ocala and Marion County), and peak hour factor and percent heavy vehicles (as obtained from the traffic counts) were input into Synchro 9 for the analysis.

Table 7 summarizes the resultant intersection LOS for the future background conditions with existing intersection geometry and signal timings during the PM peak hour. Several transportation deficiencies are anticipated under future background (non-project) traffic conditions. The identified intersection improvements that are shown to be needed under future background traffic conditions to provide acceptable intersection operations and level of service are summarized in **Table 7**. As noted in **Table 7**, many of the identified improvements are consistent with those previously identified in the approved Winding Oaks TIA.

With the identified improvements, the intersections within the study area are shown to operate with acceptable level of service, delay, and V/C ratios under future background traffic conditions (year 2037). The resultant intersection LOS and V/C ratios under PM peak hour future background traffic conditions with the identified transportation improvements are summarized in **Table 7**.

Two intersections were also evaluated for the weekday AM peak hour. The AM peak hour analysis does not result in any additional intersection improvement needs over those identified for the PM peak hour analysis. A summary of the future background conditions intersection analysis during the AM peak hour is provided in **Table 8**. The improvements identified during the PM peak hour analysis were applied for the AM peak hour analysis and the resulting LOS, delay, and V/C ratios were reported in **Table 8**.

The Synchro 9 output reports are provided in the **Appendix**.

Table 7: Future Background Conditions PM Peak Hour Intersection Analysis

Intersection	Future (2037) Background Conditions			Future (2037) Background Conditions with Improvements			
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C	Identified Improvements	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Unsignalized							
SW 20th St & SW 54th Ct (TWSC)[1]	E	40.1	0.32	--	E	40.1	0.32
SW 20th St & SW 44th Ave (TWSC) [1]	F	55.3	0.87	Signalize when warranted [2]	B	11.1	0.74
SW 43rd Ct & SW 40th St (AWSC)	E	47.2	1.03	Signalize when warranted [2]	A	9.3	0.66
Signalized							
SW 20th St & SW 60th Ave	D	50.9	1.41	Signal timing adjustments [3]	C	24.9	0.91
SW 20th St & SW 38th Ave	F	87.2	1.28	2nd WB through lane	D	49.2	0.95
SW 20th St & SW 31st Ave/College of Central Florida	C	23.2	0.94	--	C	23.2	0.94
SW 20th St & SW 27th Ave	D	54.1	0.97	--	D	54.1	0.97
SW 38th St & SW 60th Ave	F	195.8	2.41	2nd EBL turn lane, exclusive EBR turn lane, and exclusive WBR turn lane on 38th St [3]	D	48.0	0.96
SR 200 & SW 38th Ct	E	68.4	1.76	2nd EBL turn lane and exclusive WBR turn lane on SR 200 [3], and exclusive SBR turn lane on SW 38th Ct	D	41.3	0.93

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Note:

1. Intersection LOS and delay at two-way stop-controlled intersections are reported for the stop-controlled approaches only.
2. Future (2037) background traffic volumes meet peak hour signal warrant requirements from the Manual on Uniform Traffic Control Devices (MUTCD). Signal warrant spreadsheets are included in the **Appendix**.
3. Consistent with improvements previously identified in the approved Winding Oaks TIA.

Table 8: Future Background Conditions AM Peak Hour Intersection Analysis

Intersection	Future (2037) Background Conditions			Future (2037) Background Conditions with Improvements			
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C	Identified Improvements [2]	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Unsignalized							
SW 20th St & SW 44th Ave (TWSC) [1]	C	20.7	0.29	Signalize when warranted [3]	A	7.8	0.67
Signalized							
SW 20th St & SW 38th Ave	E	64.4	1.35	2nd WB through lane	D	41.3	0.93

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Note:

1. Intersection LOS and delay at two-way stop-controlled intersections are reported for the stop-controlled approaches only.
2. Improvements are consistent with those identified to be needed for PM Peak Hour traffic conditions.
3. Future (2037) background traffic volumes meet peak hour signal warrant requirements from the Manual on Uniform Traffic Control Devices (MUTCD). Signal warrant spreadsheets are included in the **Appendix**.

Future Buildout Conditions Intersection Analysis

The intersection operating conditions were evaluated under buildout traffic conditions for year 2037. The future buildout conditions analysis included future background non-project traffic and project traffic. The intersection geometry identified to be needed under future background traffic conditions was utilized in the buildout conditions analysis to identify any additional transportation improvements that are necessary to provide acceptable level of service and intersection operations due to the addition of project traffic.

Table 9 details the resultant intersection LOS and delay for PM peak hour future buildout traffic conditions with background improved geometry. The intersection capacity analysis shows the need for the following transportation improvements in addition to those identified in the future background traffic scenario to provide acceptable traffic operations at project buildout.

- Signalization and construction of an exclusive westbound left-turn lane at the intersection of SW 20th Street and SW 54th Court (site related)
- Construction of an exclusive northbound right-turn lane on SW 38th Avenue at SW 20th Street
- Adjustment of signal timings at the intersection of SW 27th Avenue and SW 20th Street

The intersections within the study area are shown to operate with acceptable LOS and V/C ratios under PM peak hour buildout traffic conditions considering the mitigation identified above, as summarized in **Table 9.**

Two intersections were also evaluated for the weekday AM peak hour per the approved methodology. The AM peak hour analysis does not result in any additional intersection improvement needs over those identified for the PM peak hour analysis. A summary of the buildout conditions intersection analysis during the AM peak hour is provided in **Table 10**.

The Synchro 9 output reports are provided in the **Appendix**.

Figure 4 illustrates the required intersection geometry needed to provide acceptable traffic operations at the study area intersections under future background traffic conditions and buildout traffic conditions.

Table 9: Buildout Conditions PM Peak Hour Intersection Analysis

Intersection	Future (2037) Buildout Conditions with Background Improvements [2]			Future (2037) Buildout Conditions with Mitigation			
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C	Identified Mitigation [3]	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Unsignalized							
SW 20th St & SW 54th Ct (TWSC)[1]	F/F	--/--	4.60	Signalize when warranted [4], exclusive WBL turn	B	19.5	0.76
Signalized							
SW 20th St & SW 60th Ave	C	32.8	0.93	--	C	32.8	0.93
SW 20th St & SW 44th Ave	B	12.5	0.78	--	B	12.5	0.78
SW 20th St & SW 38th Ave	E	60.7	1.01	Exclusive NBR turn lane	D	37.7	0.91
SW 20th St & SW 31st Ave/College of Central Florida	C	27.1	0.98	--	C	27.1	0.98
SW 20th St & SW 27th Ave	E	62.1	1.01	Signal timing adjustments	E	60.3	0.98
SW 38th St & SW 60th Ave	D	51.6	0.98	--	D	51.6	0.98
SW 43rd Ct & SW 40th St	A	9.5	0.68	--	A	9.5	0.68
SR 200 & SW 38th Ct	D	49.5	0.95	--	D	49.5	0.95

k:\oca_civil\142742000 - wintergreen pd tia\calcs\[tia-cg_calcs_180320-tableupdates.xlsx]int sum-buildout

Note:

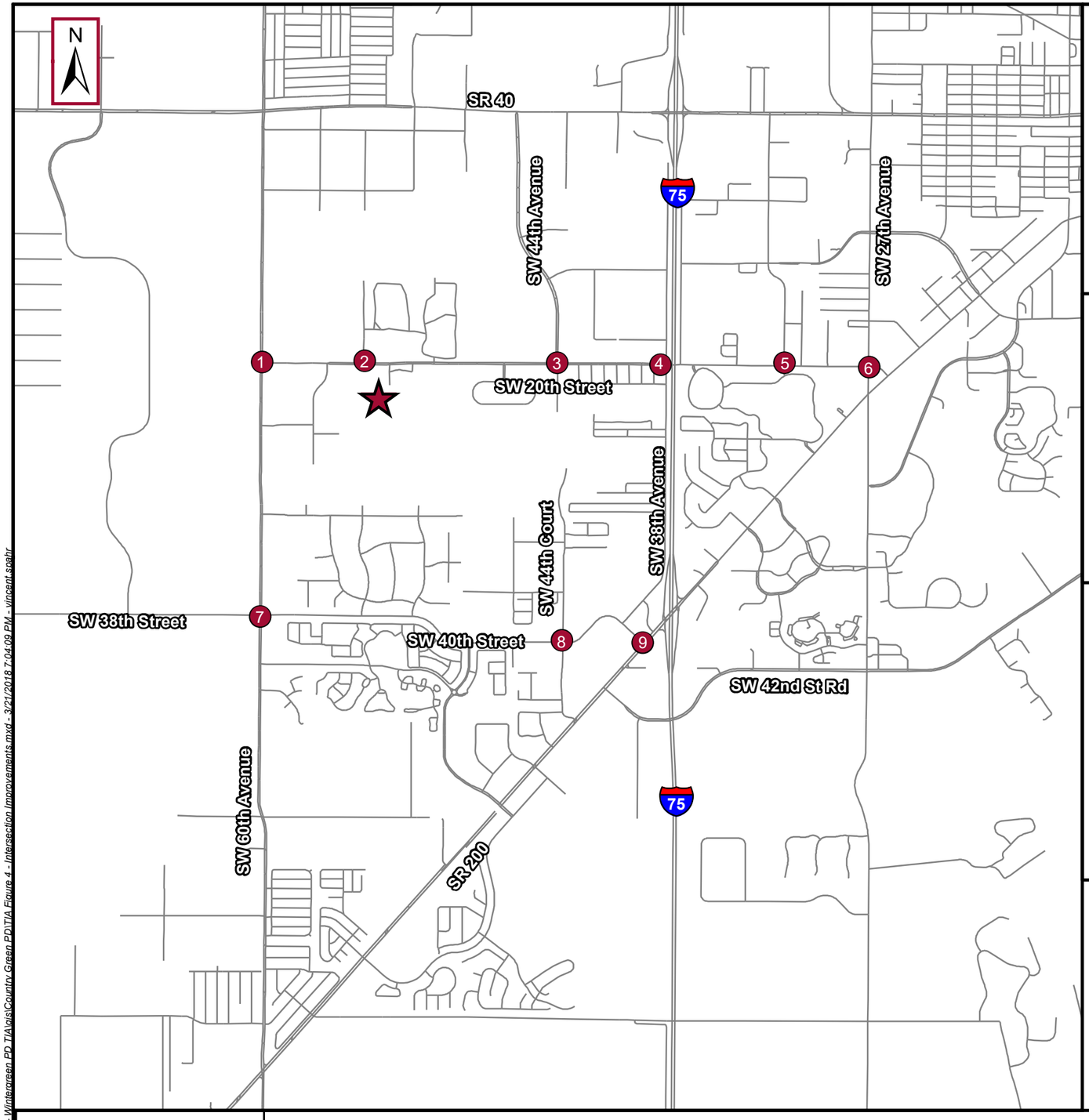
1. Intersection LOS and delay at two-way stop-controlled intersections are reported for the stop-controlled approaches only.
2. Analysis assumed improvement identified to be needed under the future background traffic conditions are in place for the buildout conditions analysis.
3. Identified mitigation is in addition to improvement identified to be needed in the background traffic conditions.
4. Future (2037) buildout traffic volumes meet peak hour signal warrant requirements from the Manual on Uniform Traffic Control Devices (MUTCD). Signal warrant spreadsheets are included in the **Appendix**.

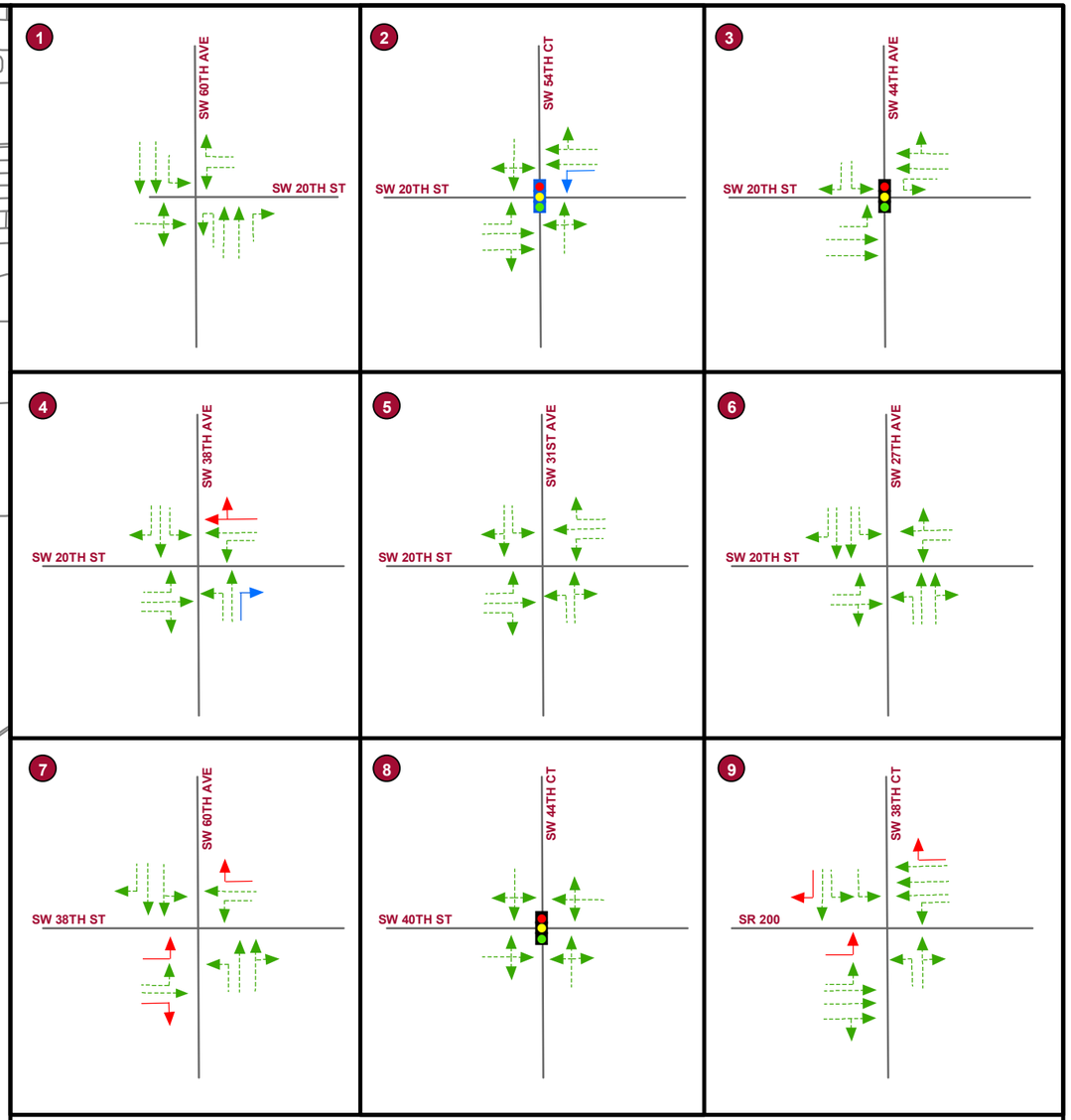
Table 10: Buildout Conditions AM Peak Hour Intersection Analysis

Intersection	Future (2037) Buildout Conditions with Background Improvements			Future (2037) Buildout Conditions with Mitigation			
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C	Identified Mitigation [1]	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Signalized							
SW 20th St & SW 44th Ave	A	8.1	0.71	--	A	8.1	0.71
SW 20th St & SW 38th Ave	D	52.5	1.02	Exclusive NBR turn lane	C	29.2	0.90

k:\oca_civil\142742000 - wintergreen pd tialcalcs\[tia-cg_calcs_180320-tableupdates.xlsx]int sum-buildout

Note:
1. Identified mitigation is in addition to improvement identified to be needed in the background traffic conditions. Improvement is consistent with the improvement identified to be needed under the PM peak hour buildout traffic condition.





Legend

- Project Location
- Study Area Intersection
- Streets
- Existing Lane Geometry
- Lane Geometry Needed to Support Future Background Traffic
- Lane Geometry Needed to Support Future Buildout Traffic
- Traffic Signal Needed to Support Future Background Traffic
- Traffic Signal Needed to Support Future Buildout Traffic

K:\OCA_Civil\142742000_Winterpeen PD TIA\vis\Country Green PD\TIA Figure 4 - Intersection Improvements.mxd - 3/21/2018 7:04:09 PM - vincent.spahr

Kimley»Horn
© 2018 Kimley-Horn and Associates, Inc.
101 E Silver Springs Blvd, Suite 400, Ocala FL 34470
Phone: 352 438 3000
www.kimley-horn.com CA 00000696

FIGURE 4: INTERSECTION IMPROVEMENT DETAILS

COUNTRY GREEN PD
OCALA, FLORIDA

Project No: 142742000

Not To Scale | June 2018

PRELIMINARY SIGNAL WARRANT ANALYSIS

A PM peak hour signal warrant analysis was conducted considering future background and buildout traffic volumes at the following intersections:

- SW 20th Street and SW 54th Court
- SW 20th Street and SW 44th Avenue
- SW 43rd Court and SW 40th Street

Guidelines established in the *Manual on Uniform Traffic Control Devices* (MUTCD) 2009 Edition for peak hour volume Warrant 3 were used for the analysis.

SW 20th Street and SW 54th Court

The major street (SW 20th Street) was evaluated as a two-or-more lane approach with a speed limit over 40 mph (meaning that the 70% columns were utilized). The minor street (SW 54th Court) was evaluated as a single-lane approach considering the total volume for the northbound approach volumes in the buildout scenario. The projected PM peak hour traffic volumes under future buildout conditions meet the peak hour signal warrant criteria.

Considering unsignalized operation, both the northbound and southbound approaches are shown to exhibit LOS F, with V/C ratios exceeding 1.0 under future buildout traffic conditions. The intersection is shown to operate with acceptable level of service and delay considering signalized intersection control with PM peak hour future buildout traffic conditions. Improvements at this intersection are considered to be site related.

SW 20th Street & SW 44th Avenue

The major street (SW 20th Street) was evaluated as a two-or-more lane approach with a speed limit over 40 mph (meaning that the 70% columns were utilized). The minor street (SW 44th Avenue) was evaluated as a two-lane approach considering the southbound approach volumes. The southbound approach volume was calculated as the sum of the left-turn volume and 25 percent of the southbound right-turn volume (Pagones Theorem calls for reducing the right-turn volume by 75 percent when an exclusive right-turn lane is present). The projected PM peak hour traffic volumes in the background (2037) conditions meet peak hour signal warrant criteria.

Considering unsignalized operation, the southbound approach is shown to exhibit LOS F, with the southbound left-turn movement experiencing delays in excess of two minutes per vehicle. The intersection is shown to operate with acceptable level of service and delay considering signalized intersection control with PM (and AM) peak hour future background and buildout traffic conditions.

SW 43rd Court and SW 40th Street

The major street (SW 40th Street) was evaluated as a one-lane approach with a speed limit over 40 mph (meaning that the 70% columns were utilized). The minor street (SW 43rd Court) was analyzed as a single-lane approach considering the southbound approach volume. The southbound approach volume was calculated as the sum of the left-turn volume, the through volume, and 80 percent of the right-turn volume (Pagones Theorem calls for reducing the right-turn volume by 20 percent when right-turns are less than 35 percent of the approach volume on a shared left/through/right approach). The projected PM peak hour traffic volumes in the background (2037) conditions meet peak hour signal warrant criteria.

Considering unsignalized operation, the intersection is shown to exhibit LOS E, with a V/C ratio exceeding 1.0 under background traffic conditions. The intersection is shown to operate with acceptable level of service and delay considering signalized intersection control with PM peak hour future background and buildout traffic conditions.

The preliminary signal warrant worksheets are provided in the **Appendix**. A summary table of the Pagones Theorem reductions is also included in the **Appendix**.

SITE ACCESS ANALYSIS

The following access connections are proposed to serve the development:

- Existing full access connection on SW 20th Street at SW 54th Court
- New right-in/right-out access connection on SW 20th Street

The proposed site access locations were evaluated for required turn lane needs and intersection control to accommodate the traffic at project buildout.

SW 20th Street and SW 54th Court

As detailed in the Preliminary Signal Warrant Analysis section, under buildout traffic conditions, the intersection of SW 20th Street and SW 54th Court is shown to meet the peak hour signal warrant and will require signalization to operate with an acceptable level of service.

In addition to signalization, a westbound left-turn lane is recommended to accommodate ingress traffic to the project site. According to 2017 FDOT Design Standards, and using a design speed of 45mph the required deceleration length is 185 feet. The anticipated 95th percentile queue length from the Synchro analysis is approximately 75 feet. Therefore, the total required turn lane length to accommodate the deceleration and 95th percentile queue is 260 feet.

An exclusive eastbound right-turn lane is not recommended on SW 20th Street at the intersection of SW 54th Court based on the results of the Synchro analysis.

SW 20th Street Site Access

The proposed right-in/right-out access connection on SW 20th Street is proposed approximately mid-way between SW 54th Court and SW 53rd Ave.

Based on the National Cooperative Highway Research Program (NCHRP) Report 457, the projected right-turn volume into the development at the right-in/right-out access on SW 20th Street warrants a right-turn bay. The recommended length of the eastbound right-turn lane is 185 feet, based on the deceleration length required per 2017 FDOT Standards for a design speed of 45 mph.

CRASH DATA SUMMARY

Five years of historic crash data (2013 – 2017) was obtained from the Signal Four Analytics program for SW 20th Street from ¼ mile west of SW 54th Court to ½ mile east of SW 54th Court.

There were seven crashes reported along this segment of SW 20th Street between the years of 2013 and 2017; one of the seven crashes resulted in an injury. The most common crash type was rear end crashes (three crashes), followed by off-road crashes (two crashes). Four of the seven crashes occurred under dark conditions and two involved alcohol. A summary of the crash type by year is provided in **Table 11**.

Table 11: Crash Summary, 2013 – 2017

	2013	2014	2015	2016	2017	5-Year Total
Crash Severity						
Injury				1		**1**
Property Damage Only	2	1		2	1	**6**
Crash Type						
Rear-End	2			1		**3**
Off-Road				2		**2**
Sideswipe		1				**1**
Bicycle					1	**1**
Lighting Conditions						
Dark - Lighted	2			1	1	**4**
Daylight		1		2		**3**
Alcohol Involvement						
Yes				2		**2**
No	2	1		1	1	**5**
TOTALS	**2**	**1**	**0**	**3**	**1**	**7**

TRANSPORTATION MITIGATION AND PROPORTIONATE SHARE

Per Chapter 163.3180 of the Florida Statutes, an acceptable method for a land owner to mitigate their transportation impacts is to pay a proportionate share cost towards subject improvements. Per the Florida Statutes, proportionate share contributions are not required for improvements identified to correct transportation deficiencies that occur prior to addition of project traffic. Therefore, any transportation improvements identified to be needed in the background conditions analysis are assumed to be in place for the purposes of the proportionate share calculation.

Several transportation improvements were identified as being required within the study area to provide acceptable traffic operations with future background traffic conditions (before addition of project traffic), and are therefore not subject to proportionate share mitigation. The improvements are summarized in **Table 7** and illustrated in **Figure 4**.

The following geometric improvement was identified as being required within the study area to provide acceptable traffic operations at project buildout, in addition to those improvements identified in the future background traffic scenario (and are therefore subject to proportionate share mitigation):

- Construction of exclusive northbound right-turn lane on SW 38th Avenue at SW 20th Street

Per Florida Statutes, the proportionate-share percentage for off-site transportation improvements is calculated based upon the number of trips from the proposed development expected to utilize the proposed improvement, divided by the change in the peak hour maximum service volume resulting from construction of an improvement necessary to maintain or achieve the adopted level of service.

The project impact for the identified intersection geometric improvement was calculated as the total project traffic utilizing the intersection divided by the total increase in capacity of the intersection created by the identified improvements.

The total increase in lane group capacity for an exclusive northbound right-turn lane at the intersection of SW 20th Street and SW 38th Avenue is 167 vehicles per hour compared to 183 project trips per hour utilizing all movements at the intersection. The project trips represent more than 100 percent of the capacity increase resulting from the recommended improvement, but the proportionate share percentage is limited to 100 percent of the improvement cost. Therefore, the project's proportionate share percentage for the improvement is 100 percent.

The proportionate share calculations are included in the **Appendix**.

The developer intends to mitigate for the identified transportation deficiency through dedication of SW 44th Avenue right-of-way fronting the Wintergreen PD. The construction of SW 44th Avenue, from SW 20th Street to SR 200 is anticipated to reduce traffic volumes on SW 38th Avenue and the northbound right-turn movement of the intersection at SW 38th Avenue with SW 20th Street.

CONCLUSION

This TIA has been performed to support a concurrency development agreement and traffic capacity reservation for the Country Green PD. The traffic analysis provided is consistent with the approved methodology document.

The traffic analysis was performed considering a buildout timeframe of 20 years (2037) for the proposed development program. The operating conditions within the study area were evaluated for future background (before addition of project traffic) conditions and buildout traffic conditions. Transportation improvements were identified within the study area to be needed under future background traffic conditions. These improvements are needed prior to the addition to project traffic, and therefore no proportionate share contribution is required by the development per Florida State Statutes.

The following geometric improvement was identified to be needed at project buildout, in addition to those identified under future background traffic conditions:

- Construction of an exclusive northbound right-turn lane at the intersection of SW 20th Street and SW 38th Avenue

Consistent with Florida Statute, the project's proportionate share percentage was calculated for the off-site transportation improvement identified to be needed due to the addition of project traffic. The calculated proportionate share for the intersection improvement at SW 20th Street and SW 38th Avenue is 100%.

The developer intends to mitigate for off-site transportation impacts through dedication of right-of-way along SW 44th Avenue fronting the Wintergreen PD. The proposed SW 44th Avenue from SW 20th street to SR 200 will provide additional transportation capacity for this area of the City of Ocala.

In addition to proportionate share contribution towards off-site improvements, transportation improvements are needed to accommodate project traffic at the site access locations on SW 20th Street. Site access improvements are the responsibility of the developer. The following site access improvements are recommended at the projects driveway connections to SW 20th Street.

- Construction of a 260-foot westbound left-turn lane on SW 20th Street at SW 54th Court
- Signalization of the intersection of SW 20th Street at SW 54th Court, when warranted
- Construction of a 185-foot eastbound right-turn lane on SW 20th Street at the right-in/right-out driveway

The traffic analysis and results provided herein support the transportation concurrency reservation request for the Country Green PD project.

APPENDICES

Appendix A: Conceptual Site Development Plan

GRAPHIC SCALE

100 0 50 100 200 400

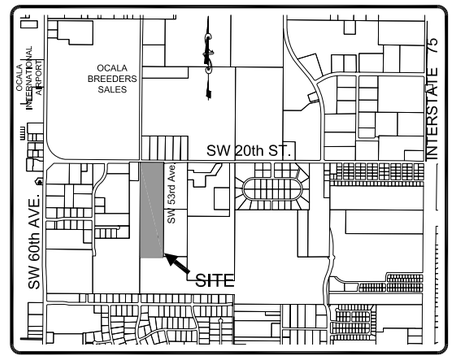
(IN FEET)
1 inch = 100 ft.

PD PLAN for COUNTRY GREEN

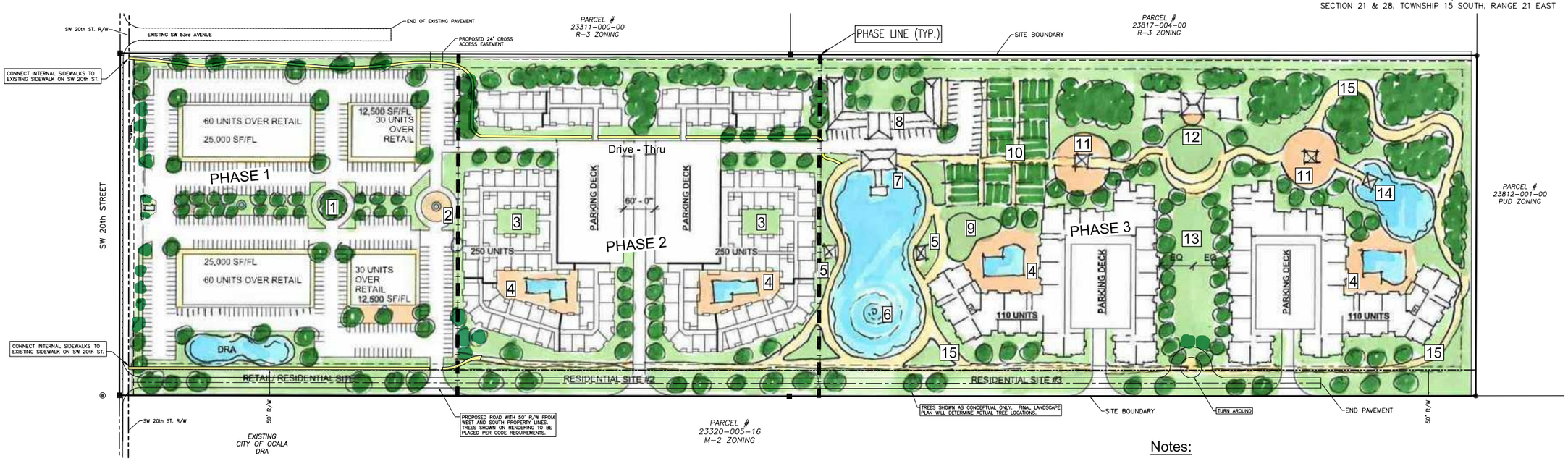
OCALA, FLORIDA

PARCEL 23320-005-03

AMENITIES LEGEND			
1	ROUNDABOUT w/ TREE	8	LEASEABLE WORKSHOPS
2	ROUNDABOUT w/ FOUNTAIN	9	CHIPPING / PUTTING GREEN
3	COURTYARD	10	LEASEABLE GARDEN SPACE
4	POOL w/ DECK	11	OPEN AIR PAVILION
5	GRILLING AREA	12	LEASEABLE AMPHITHEATER
6	POND WATER FEATURE	13	LEASEABLE EVENT LAWN
7	OPEN AIR PAVILION w/ DOCK	14	POND w/ DOCK
		15	PEDESTRIAN / BIKE TRAILS



LOCATION MAP
SCALE: 1" = 2000'
MARION COUNTY, FLORIDA
SECTION 21 & 28, TOWNSHIP 15 SOUTH, RANGE 21 EAST



Parking Calculations:

RESIDENTIAL OVER RETAIL (PHASE 1 ONLY):

RETAIL: 1 PARKING SPACE FOR EACH 250 SQUARE FEET OF FLOOR AREA

COMMERCIAL BUILDINGS 75,000 SF 75,000/250 = 300 SPACES
COMMERCIAL PARKING PROVIDED – 300 SPACES

RESIDENTIAL OVER RETAIL #1 – (2) 4 STORY BLDGS @ 60 UNITS PER BLDG. = 120 UNITS
(2) 4 STORY BLDGS @ 30 UNITS PER BLDG. = 60 UNITS

RESIDENTIAL PARKING REQUIRED/PROVIDED 180 UNITS X 1.5 = 270 SPACES

REQUIRED HANDICAPPED PARKING – 1 SPACE FOR EVERY 25 SPACES – 570/25 = 23 SPACES

RESIDENTIAL
MULTI–FAMILY DWELLING (PHASES 2 & 3):

1.5 PARKING SPACES PER UNIT (TOTAL 720 UNITS)

PHASE 2:
(2) 4 STORY BUILDINGS (250 UNITS EA.) = 500 UNITS = 1.5 X 500 = 750 SPACES

PHASE 3:
(2) 4 STORY BUILDINGS (110 UNITS EA.) = 220 UNITS = 1.5 X 220 = 330 SPACES

SPACES REQUIRED: 1,080

SPACES PROVIDED: (4) 4 STORY PARKING DECKS @ 455 SPACES EA. = 1820 SPACES

1820/1080 = 1.69 SPACES PER UNIT

REQUIRED HANDICAPPED PARKING – 2% OF TOTAL – .02 X 1,820 = 36

NOTE: RESIDENTIAL OVER RETAIL MAY REQUIRE DECK PARKING TO MEET PARKING REQUIREMENTS.

Traffic Impact Statement:

TRAFFIC GENERATION RATES ARE BASED ON THE ITE TRIP GENERATION, 7th EDITION.

RESIDENTIAL:

ITE LAND USE CODE = 223, MID–RISE RESIDENTIAL CONDOMINIUM/TOWNHOUSE.

DWELLING UNITS = 900

A.M. PEAK HOUR OF GENERATOR
TRIP GENERATION A.M. = 0.30 (AVERAGE RATE) X 900 = 270 TRIPS
TRIP DISTRIBUTION = 31% ENTERING = 270 X 0.31 = 84 TRIPS
69% EXITING = 270 X 0.69 = 186 TRIPS

P.M. PEAK HOUR OF GENERATOR
TRIP GENERATION P.M. = 0.39 (AVERAGE RATE) X 900 = 351 TRIPS
TRIP DISTRIBUTION = 58% ENTERING = 351 X 0.58 = 204 TRIPS
42% EXITING = 351 X 0.42 = 147 TRIPS

COMMERCIAL:

SPECIALTY RETAIL (826): 2.71 PER 1000 SF 2.71 X 75 = 203

PEAK HOUR CALCULATION (WEEKDAY PM PEAK):

TRIP DISTRIBUTION = 44% ENTERING = 0.44 X 203 = 89 TRIPS
56% EXITING = 0.56 X 203 = 114 TRIPS

Open Space - PD:

122–942 (a)(4) OPEN SPACE. OPEN SPACE REQUIREMENTS FOR A PD ARE AS FOLLOWS:

a. OPEN SPACE SHALL INCLUDE ACTIVE AND PASSIVE RECREATION AREAS SUCH AS COURTYARDS, STREETSCAPES/SIDEWALKS, PLAYGROUNDS, GOLF COURSES, WATERWAYS, LANDSCAPED YARDS AND PATIOS, LAGOONS, FLOODPLAINS, NATURE TRAILS, ROOF AREAS, AND OTHER SIMILAR OPEN SPACES. WATER RETENTION AREAS THAT ARE DESIGNED AS AESTHETIC LAKES OR PONDS FOR PASSIVE OR ACTIVE RECREATIONAL USE MAY ALSO BE COUNTED AS OPEN SPACE, AS LONG AS THESE AREAS ARE DESIGNED TO RETAIN A MINIMUM OF THREE FEET OF WATER AT ALL TIMES.

b. FENCED WATER RETENTION AREAS, OPEN WATER AREAS BEYOND THE PERIMETER OF THE SITE, PAVED PORTIONS OF STREET RIGHT–OF–WAY, DRIVEWAYS, OFF–STREET PARKING AREAS AND OFF–STREET LOADING AREAS SHALL NOT BE COUNTED IN DETERMINING OPEN SPACE. SIDE YARDS LESS THAN SIX FEET WIDE SHALL NOT BE COUNTED AS OPEN SPACE.

c. OPEN SPACE SHALL BE CLUSTERED INTO LARGER TRACTS/AREAS. BUILDINGS AND STRUCTURES SHOULD BE CLUSTERED SO THAT THE OPEN SPACE IS USABLE TO THE OCCUPANTS/RESIDENTS RATHER THAN MERELY PROVIDING MINIMAL SETBACKS OR SPACING BETWEEN BUILDINGS OR STRUCTURES. ZERO LOT LINE AND CLUSTERED DESIGN IS ENCOURAGED. FRONT, SIDE AND REAR YARDS IN SINGLE–FAMILY RESIDENTIAL AREAS SHALL NOT BE COUNTED AS AGGREGATE OPEN SPACE.

d. THERE SHALL BE A MINIMUM OPEN SPACE REQUIREMENT OF 25 PERCENT OF THE TOTAL GROSS ACREAGE FOR ALL DEVELOPMENT IN ANY PD PROJECT. AT LEAST TEN PERCENT OF THE TOTAL REQUIRED OPEN SPACE SHALL BE IN USABLE AGGREGATE FORM. AGGREGATE OPEN SPACE IS DEFINED AS COMMON OPEN SPACE AREAS THAT IS DESIGNED AND INTENDED FOR USE BY THE OCCUPANTS/RESIDENTS OF A PD.

e. TREES SHOWN AS CONCEPTUAL ONLY. FINAL LANDSCAPE PLAN WILL DETERMINE ACTUAL TREE LOCATIONS.

Notes:

1. LAND USE DESIGNATION = MEDIUM INTENSITY/SPECIAL DISTRICT
   ALLOWABLE DENSITY = 30 UNITS/ACRE
   PROPOSED DENSITY = 900/31.70 = 28.39 UNITS/ACRE
2. SITE AREA = 39.63 ACRES
   RESIDENTIAL OVER RETAIL = 9.60 ACRES
   RESIDENTIAL = 30.03 ACRES

   (2) – 4 STORY BUILDINGS @ 60 UNITS PER BLDG. = 120 UNITS
   (2) – 4 STORY BUILDINGS @ 30 UNITS PER BLDG. = 60 UNITS

   (2) – 4 STORY BUILDINGS @ 250 UNITS PER BLDG. = 500 UNITS
   (2) – 4 STORY BUILDINGS @ 110 UNITS PER BLDG. = 220 UNITS

   900 UNITS
3. A PD DEVELOPER'S AGREEMENT PURSUANT TO SECTION 122.944(d) SHALL BE PROVIDED AT FINAL PLAN SUBMITTAL.
4. A TITLE OPINION SHALL BE REQUIRED BY THE TIME THE FINAL DEVELOPMENT PLAN AND THE FINAL DEVELOPER'S AGREEMENT ARE SUBMITTED.
5. LOADING AREAS AND DUMPSTER PADS TO BE SCREENED PER CITY CODE.
6. ALL UTILITIES SHALL BE UNDERGROUND (122–942).
7. ACCESS SHALL BE PROVIDED TO ALL USERS (122–942).
8. IF SEPARATE TRACTS ARE SOLD, TRACTS MUST MEET PLATTING REQUIREMENTS OF CHAPTER 114 (122–942).
9. A UNIFIED SIGNAGE PLAN MUST BE ADDRESSED WITH SUBMITTAL OF THE FIRST FINAL PD PLAN.
10. AN ARBORIST OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL EVALUATE THE TREES ONSITE, PROVIDE NECESSARY TREE PRESERVATION REQUIREMENTS TO BE PROVIDED AND IS INVOLVED IN THE SITE CLEARING PROCESS TO ASSURE THE HEALTHY SURVIVAL OF ALL TREES SHOWN ON THE SITE TO BE SAVED.
11. A LANDSCAPE ARCHITECT OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL DESIGN THE LANDSCAPE PLAN AND MANAGE THE ONSITE TREE PLANTING.
12. A LEGALLY CONSTITUTED MAINTENANCE AGREEMENT SHALL BE PROVIDED AT FINAL PLAN PURSUANT TO 122–944(C).
13. PROJECT SHALL BE UNDER UNIFIED CONTROL OF COUNTRY GREEN, LLP.
14. AMENITIES TO INCLUDE:

- GRILL AREAS
- PAVILIONS
- GARDENS AND PARKS
- GARDENS FOR LEASE
- WORKSHOPS AND STUDIOS FOR LEASE
- FITNESS ROOMS
- CLUBROOMS
- COFFEE BARS
- WALKING TRAILS
- EVENT LAWNS
- SWIMMING POOLS
- COVERED GARAGES

Revisions:
By:
Date:

Scale: 1" = 100'
Project: 2015-56
Date: 5-23-16
Designed: MWR
Drawn: JWS
Checked: MWR
File: CG PD Concept.dwg

MICHAEL W. RADCLIFFE ENGINEERING, INC.
2611 S.E. Lake Weir Avenue Ocala, FL 34471 (352) 629-2500 FAX (352) 629-1105
Certificate No. EB-0009198 Michael W. Radcliffe P.E. #37170 Christopher A. Dale P.E. #66588

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Project Name:
PD PLAN for
COUNTRY GREEN

Sheet No.
1 of 2

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Appendix B: Approved Traffic Analysis Methodology Correspondence

METHODOLOGY ACCEPTANCE

Project: Country Green PD

Project #: TIA18-0001

Applicant: Kimley-Horn and Associates Inc 438-3000
E-Mail: Amber.Gartner@kimley-horn.com

Meeting date:

Approved:

City Planning	x	County Traffic	
TPO	x	County Planning	x
City Traffic	x		
Other			

On February 9, 2018, the methodology for assessing the impact of subject project was approved by City staff subject to the following conditions:

1. Multimodal connectivity is encouraged
2. Trip generation statement on PD Plan sheet 1 of 2 needs to be updated to match traffic study.
3. Perform left and right turn lane analyses at the SW 20th Street connection.
4. Include Background Traffic in the existing conditions table

Approved: Noel C Cooper

Noel Cooper, PE, Transportation Engineer
City Engineer's Office Department

Kimley»Horn

January 16, 2018

Ms. Karen Cupp
Development Coordinator
City of Ocala Growth Management
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471

RE: ***Traffic Study Methodology for Country Green PD;***
Kimley-Horn Project No. 142742000

Dear Ms. Cupp:

This methodology document has been prepared for the forthcoming traffic study associated with the previously-approved Country Green Planned Development (PD). The PD is generally located west of SW 44th Avenue, south of SW 20th Street in southwest Ocala, Florida. Tables and figures are attached which detail the project's trip generation potential, trip distribution, and proposed study area. Following is a discussion related to the preliminary analyses and proposed methodology for the traffic study. This revised methodology document is based on comments previously received from the City of Ocala, Marion County, and the Ocala/Marion County TPO.

Project Background

The project site is adjacent to the Ocala West Planned Unit Development (PUD) in Ocala, Florida. The proposed Country Green PD (parcel 23320-005-03) is generally located on the west side of the Ocala West PUD and is ±39.63 acres. The proposed Country Green PD will encompass 900 multifamily housing dwelling units (apartments) and 75,000 square feet of shopping center land use. A copy of the conceptual site development plan is provided as an attachment.

The owner of the Country Green PD also owns the Wintergreen PD, which is located on the eastern boundary of the Ocala West PUD. Both projects will be going through the traffic study and concurrency reservation process concurrently. However, for the purpose of the traffic impact studies, traffic from Wintergreen PD will not be included within the Country Green PD analysis.

Analysis Years / Phasing

The traffic analysis will identify transportation impacts and improvement needs that will be required within the timeframe expected for project buildout. A 20-year buildout timeframe for the proposed County Green PD will be utilized for the traffic study (year 2037).

Project Trip Generation

The Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 10th Edition* will be used to calculate trip generation potential for the proposed land uses within the project for the daily, AM peak hour, and PM peak hour conditions. Land use codes (LUCs) 221 (Multifamily Housing (Mid-Rise)) and 820 (Shopping Center) will be utilized. Internal capture and pass-by calculations will be calculated in accordance with the methods and rates established in the ITE *Trip Generation Handbook, 3rd Edition*. Pass-by trips will be included in the driveway volumes for evaluation of the site access locations.

The individual external trip generation of each development was calculated and summed to determine the net new traffic impact on the surrounding roadway network. Based on the development program provided, the project is anticipated to generate 6,792 net new daily trips, 413 net new AM peak hour trips, and 522 net new PM peak hour trips. Trip generation calculations are provided in the attached **Table 1**. The internal capture worksheets are also attached.

Project Trip Distribution

The project trip distribution will be developed based on Version 6.0 of the Central Florida Regional Planning Model (CFRPM), which is based on the Florida Standard Urban Transportation Model Structure (FSUTMS). The model output will be further refined based on engineering judgement and knowledge of local travel patterns and land uses. For the purpose of this study, it is assumed that SW 44th Avenue is not constructed between SW 20th Street and SR 200. The model output distribution was adjusted to reflect the transportation network without SW 44th Avenue. Adjustments were made to reflect local traffic assignment to the adjacent roadway network, as depicted in the attached CFRPM model plot with hand adjustments.

Study Area

Functionally classified roadway segments in the project's vicinity were reviewed to determine the project's potential traffic impact. The project impact on the surrounding roadway network has been calculated as the average PM peak hour trip assignment on that roadway segment divided by the segment's peak hour peak direction service volume. A 3% threshold was used to define a preliminary study area. Per the City of Ocala Traffic Impact Analysis Guidelines, the study area includes all significantly impacted roadways plus one segment beyond the last segment that meets the 3% impact threshold, unless the project has a de minimis impact on the roadway segment. **Table 2** details the project significant impact calculations and proposed study roadway segments.

The traffic study is proposed to include PM peak hour (4-6 PM) intersection level of service analyses at the following intersections of functionally classified roadways located within the project study area.

- SW 20th Street & SW 60th Avenue
- SW 20th Street & SW 44th Avenue
- SW 20th Street & SW 38th Avenue
- SW 20th Street & SW 31st Avenue
- SW 20th Street & SW 27th Avenue
- SW 38th Street & SW 60th Avenue
- SW 38th Street/40th Street & SW 38th Court
- SW 38th Street/40th Street & SR 200

An AM peak hour (7AM-9AM) intersection level of service analysis will also be performed at the following intersections, based on input from City of Ocala Transportation staff:

- SW 20th Street & SW 44th Avenue
- SW 20th Street & SW 38th Avenue

Figure 1 illustrates the site location, trip distribution, and study area segments and intersections proposed to be included in the analysis.

Site Access

Access to the Country Green PD is proposed via a connection on the north side of the parcel to SW 20th Street as well as three access points along a proposed north-south roadway along the west side of the parcel, intersecting with SW 20th Street directly across from SW 54th Court.

The access locations are illustrated on the attached conceptual site development plan. The traffic analysis will include evaluation of the site access locations for the appropriate control and geometry needed at project buildout.

Committed Transportation Improvements

SW 49th Avenue, from SW 42nd Street to CR 484 has been considered as a four-lane divided collector roadway for the project impact calculations. The construction of this roadway is funded through transportation impact fees and recent sales tax referendum.

The extension of SW 44th Avenue from SW 20th Street to SR 200 will not be assumed in this analysis.

Crash Data Review

Historic crash data as provided by Marion County will be reviewed and summarized for roadway segments that have direct driveway access.

Future Volume Development

Turning movement counts will be collected at the study area intersections during the PM peak period (4PM-6PM) and AM peak period (7AM-9AM), as specified previously. The observed turning movement volumes will be adjusted to peak season using peak season adjustment factors published by FDOT for the existing conditions analysis. Approach and departure volumes recorded at the intersections will be utilized to determine existing PM peak hour peak season traffic volumes on the study area roadway segments.

Future background traffic volumes will be calculated using existing peak season traffic volumes, an annual background growth rate applied over the 20-year buildout timeframe, and committed traffic volumes from the following developments:

- Heathbrook remaining unbuilt
- Trinity Lane/Red Oak PUD
- Grand Oaks Town Center remaining
- Broadmoor Oaks
- Paddock Ridge East
- Paddock Ridge West
- On Top of the World
- Winding Oaks PD

The number of vested trips and existing built percentages for each vested development are to be provided by the City of Ocala.

Historic AADT data and CFRPM model data within the study area were utilized to determine an appropriate areawide growth rate to utilize for the analysis. Within the next ten years, traffic growth within the study area will be primarily due to development within the committed projects listed above. Based on input from City of Ocala and Marion County Transportation staff, a historical growth rate of 1.50 percent will be used for the 20-year analysis project timeframe in addition to the committed traffic.

Future Conditions Analysis

The traffic analysis will identify transportation impacts and improvement needs for roadways and intersections within the study area upon project buildout, within a 20-year timeframe (2037).

The Synchro 9 software package will be utilized to evaluate the intersection operations during the AM peak hour and PM peak hour under existing, future background (non-project traffic), and buildout traffic conditions. PM peak hour roadway segment volumes under existing, future background, and buildout traffic conditions will be compared to the adopted and/or committed service volume.

The traffic study will provide a summary of the analysis results and necessary improvements to achieve an acceptable level of service within the study area. The traffic study will identify proportionate share calculations to mitigate transportation improvements shown to be needed due to the addition of project traffic.

Please feel free to contact me with any questions you may have during your review of the attached materials. We look forward to completing this project.

Sincerely,
KIMLEY-HORN

Amber L. Gartner, PE

Attachments: Country Green PD Conceptual Site Development Plan
Table 1 – Trip Generation
Internal Capture Worksheets
Figure 1 – Site Location, Trip Distribution, and Study Area
Table 2 – Project Significance Calculations
FSUTMS Select Zone Plot (hand adjusted)

Cc: Don Carll
Mike Radcliffe

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GRAPHIC SCALE

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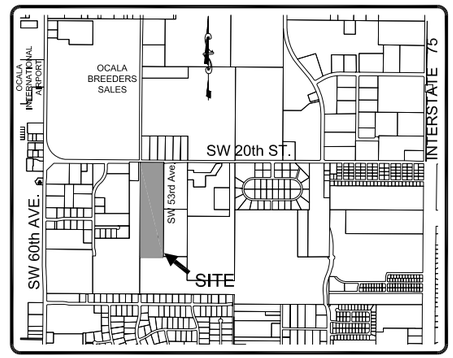
(IN FEET)
1 inch = 100 ft.

PD PLAN for COUNTRY GREEN

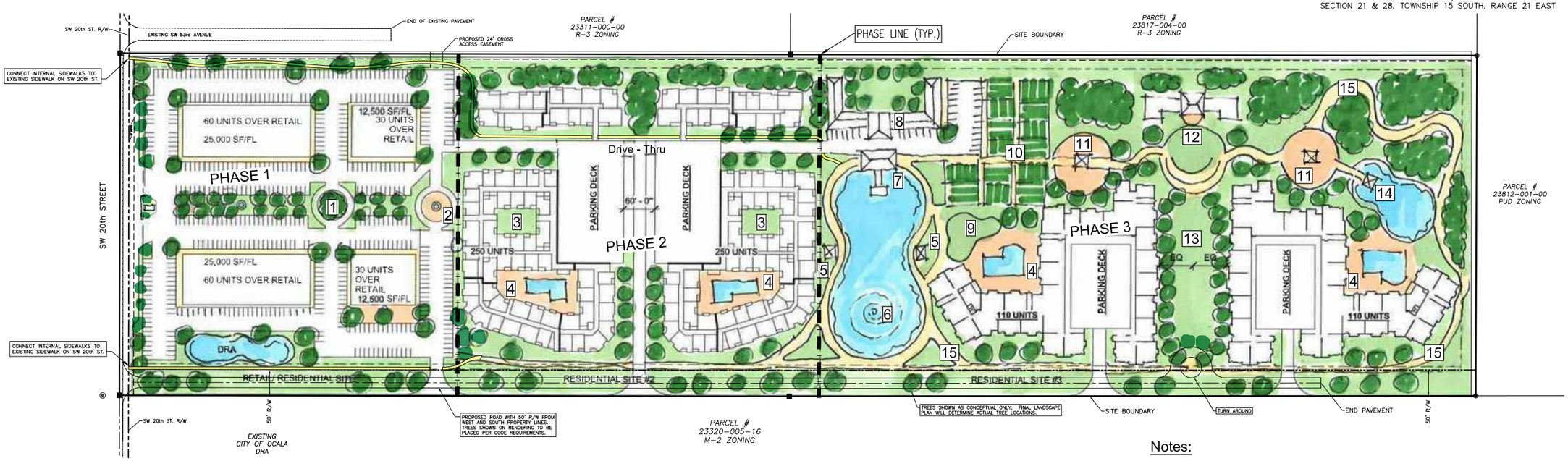
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PARCEL 23320-005-03

AMENITIES LEGEND			
1	ROUNDABOUT w/ TREE	8	LEASEABLE WORKSHOPS
2	ROUNDABOUT w/ FOUNTAIN	9	CHIPPING / PUTTING GREEN
3	COURTYARD	10	LEASEABLE GARDEN SPACE
4	POOL w/ DECK	11	OPEN AIR PAVILION
5	GRILLING AREA	12	LEASEABLE AMPHITHEATER
6	POND WATER FEATURE	13	LEASEABLE EVENT LAWN
7	OPEN AIR PAVILION w/ DOCK	14	POND w/ DOCK
		15	PEDESTRIAN / BIKE TRAILS



LOCATION MAP
SCALE: 1" = 2000'
MARION COUNTY, FLORIDA
SECTION 21 & 28, TOWNSHIP 15 SOUTH, RANGE 21 EAST



Parking Calculations:

RESIDENTIAL OVER RETAIL (PHASE 1 ONLY):

RETAIL: 1 PARKING SPACE FOR EACH 250 SQUARE FEET OF FLOOR AREA

COMMERCIAL BUILDINGS 75,000 SF 75,000/250 = 300 SPACES
COMMERCIAL PARKING PROVIDED – 300 SPACES

RESIDENTIAL OVER RETAIL #1 – (2) 4 STORY BLDGS @ 60 UNITS PER BLDG. = 120 UNITS
(2) 4 STORY BLDGS @ 30 UNITS PER BLDG. = 60 UNITS

RESIDENTIAL PARKING REQUIRED/PROVIDED 180 UNITS X 1.5 = 270 SPACES

REQUIRED HANDICAPPED PARKING – 1 SPACE FOR EVERY 25 SPACES – 570/25 = 23 SPACES

RESIDENTIAL
MULTI–FAMILY DWELLING (PHASES 2 & 3):

1.5 PARKING SPACES PER UNIT (TOTAL 720 UNITS)

PHASE 2:
(2) 4 STORY BUILDINGS (250 UNITS EA.) = 500 UNITS = 1.5 X 500 = 750 SPACES

PHASE 3:
(2) 4 STORY BUILDINGS (110 UNITS EA.) = 220 UNITS = 1.5 X 220 = 330 SPACES

SPACES REQUIRED: 1,080

SPACES PROVIDED: (4) 4 STORY PARKING DECKS @ 455 SPACES EA. = 1820 SPACES

1820/1080 = 1.69 SPACES PER UNIT

REQUIRED HANDICAPPED PARKING – 2% OF TOTAL – .02 X 1,820 = 36

NOTE: RESIDENTIAL OVER RETAIL MAY REQUIRE DECK PARKING TO MEET PARKING REQUIREMENTS.

Traffic Impact Statement:

TRAFFIC GENERATION RATES ARE BASED ON THE ITE TRIP GENERATION, 7th EDITION.

RESIDENTIAL:

ITE LAND USE CODE = 223, MID–RISE RESIDENTIAL CONDOMINIUM/TOWNHOUSE.

DWELLING UNITS = 900

A.M. PEAK HOUR OF GENERATOR
TRIP GENERATION A.M. = 0.30 (AVERAGE RATE) X 900 = 270 TRIPS
TRIP DISTRIBUTION = 31% ENTERING = 270 X 0.31 = 84 TRIPS
69% EXITING = 270 X 0.69 = 186 TRIPS

P.M. PEAK HOUR OF GENERATOR
TRIP GENERATION P.M. = 0.39 (AVERAGE RATE) X 900 = 351 TRIPS
TRIP DISTRIBUTION = 58% ENTERING = 351 X 0.58 = 204 TRIPS
42% EXITING = 351 X 0.42 = 147 TRIPS

COMMERCIAL:

SPECIALTY RETAIL (826): 2.71 PER 1000 SF 2.71 X 75 = 203

PEAK HOUR CALCULATION (WEEKDAY PM PEAK):

TRIP DISTRIBUTION = 44% ENTERING = 0.44 X 203 = 89 TRIPS
56% EXITING = 0.56 X 203 = 114 TRIPS

Open Space - PD:

122–942 (a)(4) OPEN SPACE. OPEN SPACE REQUIREMENTS FOR A PD ARE AS FOLLOWS:

a. OPEN SPACE SHALL INCLUDE ACTIVE AND PASSIVE RECREATION AREAS SUCH AS COURTYARDS, STREETSCAPES/SIDEWALKS, PLAYGROUNDS, GOLF COURSES, WATERWAYS, LANDSCAPED YARDS AND PATIOS, LAGOONS, FLOODPLAINS, NATURE TRAILS, ROOF AREAS, AND OTHER SIMILAR OPEN SPACES. WATER RETENTION AREAS THAT ARE DESIGNED AS AESTHETIC LAKES OR PONDS FOR PASSIVE OR ACTIVE RECREATIONAL USE MAY ALSO BE COUNTED AS OPEN SPACE, AS LONG AS THESE AREAS ARE DESIGNED TO RETAIN A MINIMUM OF THREE FEET OF WATER AT ALL TIMES.

b. FENCED WATER RETENTION AREAS, OPEN WATER AREAS BEYOND THE PERIMETER OF THE SITE, PAVED PORTIONS OF STREET RIGHT–OF–WAY, DRIVEWAYS, OFF–STREET PARKING AREAS AND OFF–STREET LOADING AREAS SHALL NOT BE COUNTED IN DETERMINING OPEN SPACE. SIDE YARDS LESS THAN SIX FEET WIDE SHALL NOT BE COUNTED AS OPEN SPACE.

c. OPEN SPACE SHALL BE CLUSTERED INTO LARGER TRACTS/AREAS. BUILDINGS AND STRUCTURES SHOULD BE CLUSTERED SO THAT THE OPEN SPACE IS USABLE TO THE OCCUPANTS/RESIDENTS RATHER THAN MERELY PROVIDING MINIMAL SETBACKS OR SPACING BETWEEN BUILDINGS OR STRUCTURES. ZERO LOT LINE AND CLUSTERED DESIGN IS ENCOURAGED. FRONT, SIDE AND REAR YARDS IN SINGLE–FAMILY RESIDENTIAL AREAS SHALL NOT BE COUNTED AS AGGREGATE OPEN SPACE.

d. THERE SHALL BE A MINIMUM OPEN SPACE REQUIREMENT OF 25 PERCENT OF THE TOTAL GROSS ACREAGE FOR ALL DEVELOPMENT IN ANY PD PROJECT. AT LEAST TEN PERCENT OF THE TOTAL REQUIRED OPEN SPACE SHALL BE IN USABLE AGGREGATE FORM. AGGREGATE OPEN SPACE IS DEFINED AS COMMON OPEN SPACE AREAS THAT IS DESIGNED AND INTENDED FOR USE BY THE OCCUPANTS/RESIDENTS OF A PD.

e. TREES SHOWN AS CONCEPTUAL ONLY. FINAL LANDSCAPE PLAN WILL DETERMINE ACTUAL TREE LOCATIONS.

Notes:

1. LAND USE DESIGNATION = MEDIUM INTENSITY/SPECIAL DISTRICT
ALLOWABLE DENSITY = 30 UNITS/ACRE
PROPOSED DENSITY = 900/31.70 = 28.39 UNITS/ACRE

2. SITE AREA = 39.63 ACRES
RESIDENTIAL OVER RETAIL = 9.60 ACRES
RESIDENTIAL = 30.03 ACRES

(2) – 4 STORY BUILDINGS @ 60 UNITS PER BLDG. = 120 UNITS
(2) – 4 STORY BUILDINGS @ 30 UNITS PER BLDG. = 60 UNITS

(2) – 4 STORY BUILDINGS @ 250 UNITS PER BLDG. = 500 UNITS
(2) – 4 STORY BUILDINGS @ 110 UNITS PER BLDG. = 220 UNITS

900 UNITS

3. A PD DEVELOPER'S AGREEMENT PURSUANT TO SECTION 122.944(d) SHALL BE PROVIDED AT FINAL PLAN SUBMITTAL.

4. A TITLE OPINION SHALL BE REQUIRED BY THE TIME THE FINAL DEVELOPMENT PLAN AND THE FINAL DEVELOPER'S AGREEMENT ARE SUBMITTED.

5. LOADING AREAS AND DUMPSTER PADS TO BE SCREENED PER CITY CODE.

6. ALL UTILITIES SHALL BE UNDERGROUND (122–942).

7. ACCESS SHALL BE PROVIDED TO ALL USERS (122–942).

8. IF SEPARATE TRACTS ARE SOLD, TRACTS MUST MEET PLATTING REQUIREMENTS OF CHAPTER 114 (122–942).

9. A UNIFIED SIGNAGE PLAN MUST BE ADDRESSED WITH SUBMITTAL OF THE FIRST FINAL PD PLAN.

10. AN ARBORIST OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL EVALUATE THE TREES ONSITE, PROVIDE NECESSARY TREE PRESERVATION REQUIREMENTS TO BE PROVIDED AND IS INVOLVED IN THE SITE CLEARING PROCESS TO ASSURE THE HEALTHY SURVIVAL OF ALL TREES SHOWN ON THE SITE TO BE SAVED.

11. A LANDSCAPE ARCHITECT OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL DESIGN THE LANDSCAPE PLAN AND MANAGE THE ONSITE TREE PLANTING.

12. A LEGALLY CONSTITUTED MAINTENANCE AGREEMENT SHALL BE PROVIDED AT FINAL PLAN PURSUANT TO 122–944(C).

13. PROJECT SHALL BE UNDER UNIFIED CONTROL OF COUNTRY GREEN, LLP.

14. AMENITIES TO INCLUDE:

- GRILL AREAS
- PAVILIONS
- GARDENS AND PARKS
- GARDENS FOR LEASE
- WORKSHOPS AND STUDIOS FOR LEASE
- FITNESS ROOMS
- CLUBROOMS
- COFFEE BARS
- WALKING TRAILS
- EVENT LAWNS
- SWIMMING POOLS
- COVERED GARAGES

Revisions: | By: | Date:

Scale: 1" = 100' | Designed: MWR
Project: 2015-56 | Drawn: JWS
Date: 5-23-16 | Checked: MWR
File: CG PD Concept.dwg

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Project Name: PD PLAN for COUNTRY GREEN

Sheet No. 1 of 2

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Table 1: Trip Generation

Land Use	Intensity			Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
					Total	In	Out	Total	In	Out
Proposed Development										
Multifamily Housing (Mid-Rise)	900 DU			4,903	295	77	218	365	223	142
Shopping Center	75,000 SF			4,944	189	117	72	439	211	228
	Subtotal			*9,847*	*484*	*194*	*290*	*804*	*434*	*370*
Internal Capture	Daily	AM	PM							
Residential	17%	1%	22%	828	4	2	2	80	59	21
Commercial	17%	2%	18%	828	4	2	2	80	21	59
Subtotal	*17%*	*2%*	*20%*	1,656	8	4	4	160	80	80
Pass-By Traffic [2]	Daily	AM	PM							
Shopping Center	34%	34%	34%	1,399	63	39	24	122	65	57
10% of Adjacent Street Traffic	10%			1,508	136	68	68	136	68	68
	Subtotal			1,399	63	39	24	122	65	57
Driveway Volumes				8,191	476	190	286	644	354	290
TOTAL NET NEW TRIPS				6,792	413	151	262	522	289	233

Note: *Trip Generation was calculated using the data from ITE's Trip Generation Manual, 10th Edition*

Multifamily Housing (Mid-Rise) [ITE LUC 221]	
Daily	T = 5.45*(X) - 1.75 (X is DU)
AM Peak Hour of Adjacent Street	Ln(T) = 0.98*Ln(X) - 0.98 (X is DU; 26% in, 74% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.96*Ln(X) - 0.63 (X is DU; 61% in, 39% out)
Shopping Center [ITE LUC 820]	
Daily	Ln(T) = 0.68*Ln(X) + 5.57 (X is SF/1,000)
AM Peak Hour of Adjacent Street [1]	T = 0.50*(X) + 151.78 (X is SF/1,000; 62% in, 38% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.74*Ln(X) + 2.89 (X is DU; 48% in, 52% out)

Internal Capture Reduction Calculations

Methodology for A.M. Peak Hour and P.M. Peak Hour
based on the *Trip Generation Handbook* , 3rd Edition, published by the Institute of Transportation Engineers

Methodology for Daily
based on the average of the Unconstrained Rates for the A.M. Peak Hour and P.M. Peak Hour

Country Green PD

GROSS TRIP GENERATION

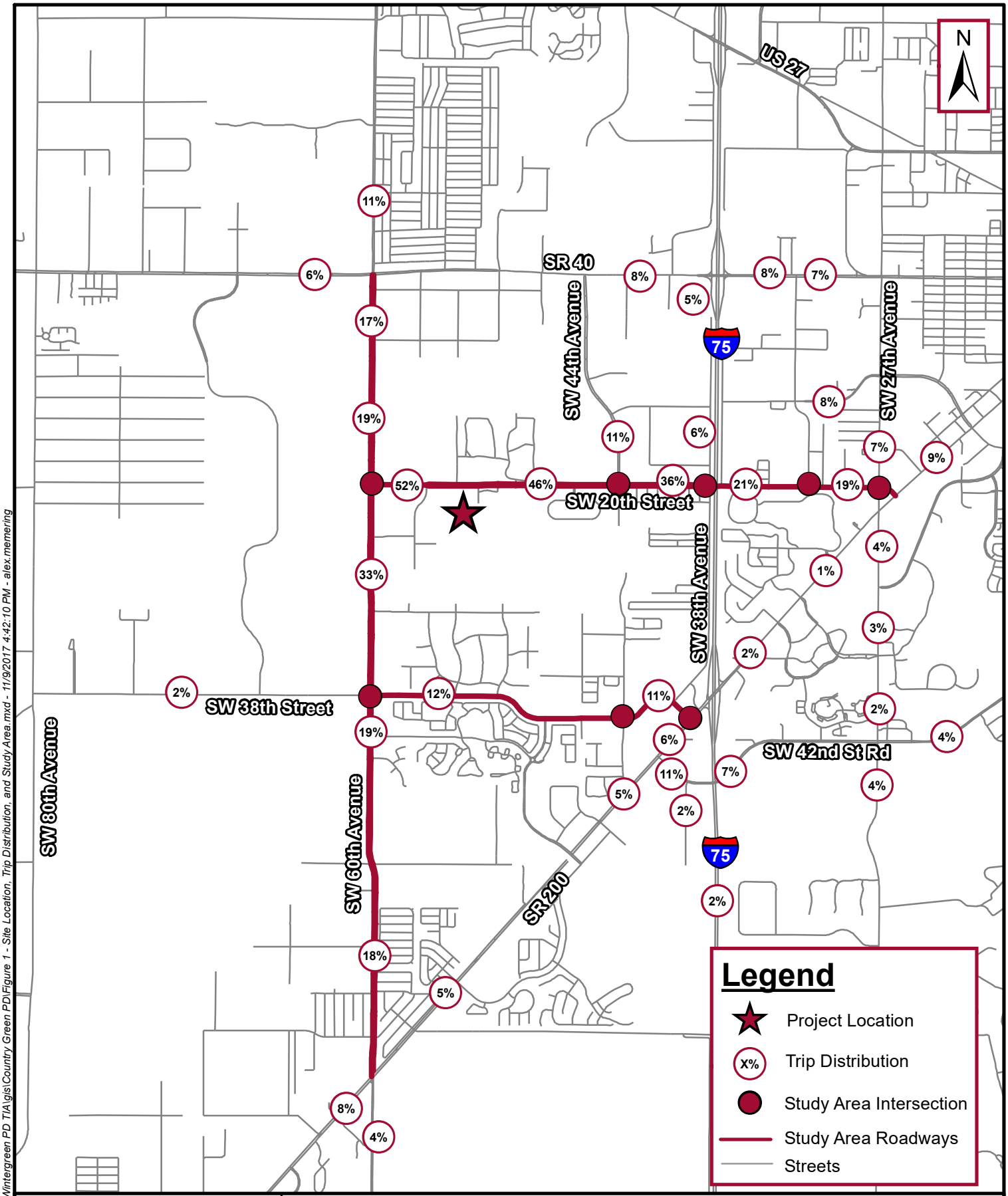
	Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
		Enter	Exit	Enter	Exit	Enter	Exit
INPUT	Office						
	Retail	2,472	2,472	117	72	211	228
	Restaurant						
	Cinema/Entertainment						
	Residential	2,452	2,452	77	218	223	142
	Hotel						
		4,924	4,924	194	290	434	370

INTERNAL TRIPS

	Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
		Enter	Exit	Enter	Exit	Enter	Exit
OUTPUT	Office	0	0	0	0	0	0
	Retail	334	494	2	2	21	59
	Restaurant	0	0	0	0	0	0
	Cinema/Entertainment	0	0	0	0	0	0
	Residential	494	334	2	2	59	21
	Hotel	0	0	0	0	0	0
		828	828	4	4	80	80
OUTPUT	*Total % Reduction*	*16.8%*		*1.7%*		*19.9%*	
	Office						
	Retail	16.7%		2.1%		18.2%	
	Restaurant						
	Cinema/Entertainment						
	Residential	16.9%		1.4%		21.9%	
	Hotel						

EXTERNAL TRIPS

	Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
		Enter	Exit	Enter	Exit	Enter	Exit
OUTPUT	Office	0	0	0	0	0	0
	Retail	2,138	1,978	115	70	190	169
	Restaurant	0	0	0	0	0	0
	Cinema/Entertainment	0	0	0	0	0	0
	Residential	1,958	2,118	75	216	164	121
	Hotel	0	0	0	0	0	0
		4,096	4,096	190	286	354	290



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FIGURE 1: SITE LOCATION, TRIP DISTRIBUTION, AND STUDY AREA

COUNTRY GREEN PD
OCALA, FLORIDA

Project No: 142742000	Not To Scale	November 2017	Figure 1

K:\OCA_Civil\142742000 - Wintergreen PD TIA\gis\Country Green PD\Figure 1 - Site Location, Trip Distribution, and Study Area.mxd - 11/9/2017 4:42:10 PM - alex.memering

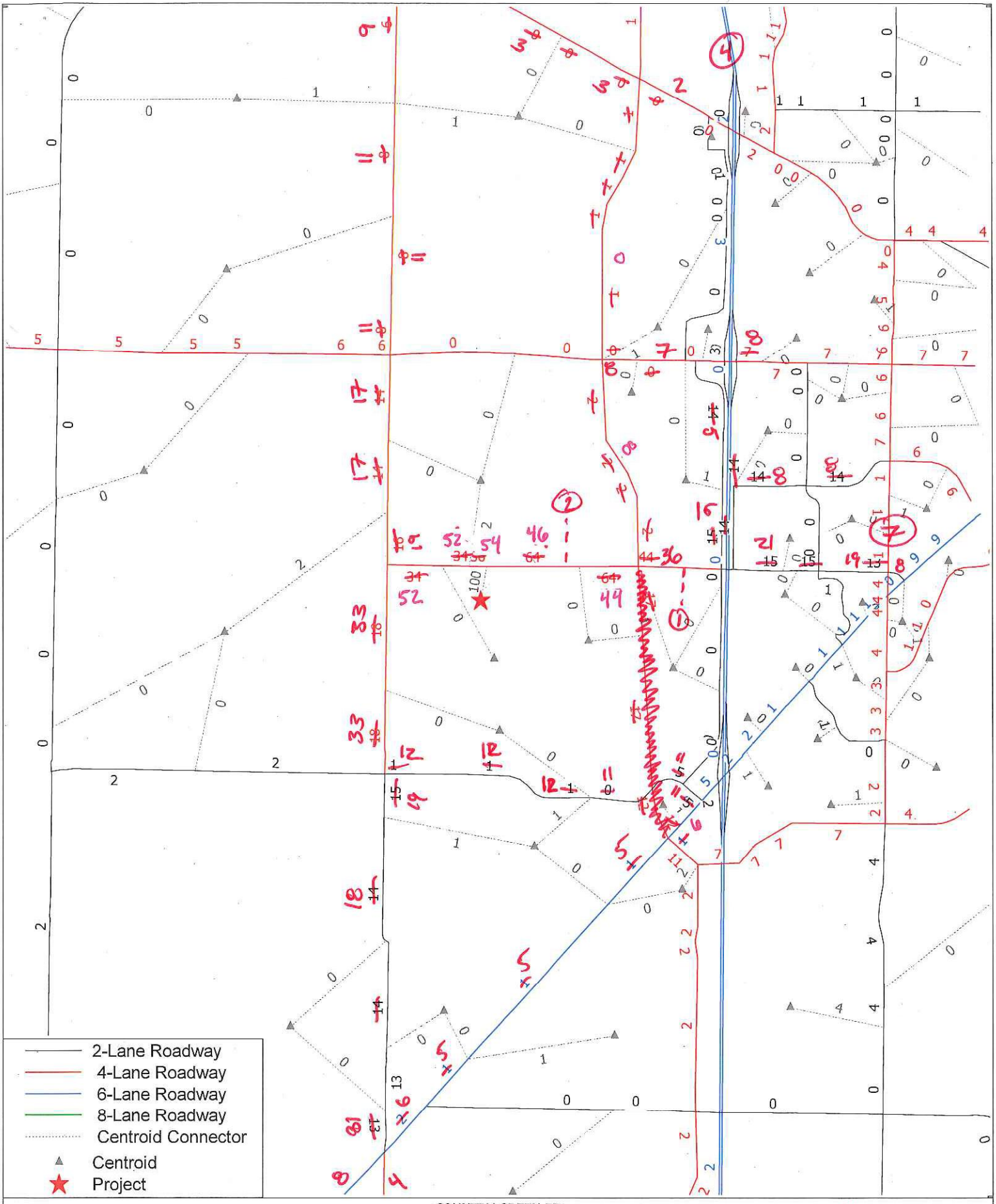
Kimley»Horn

Table 2: Project Significant Impact Calculations

Roadway		ROADWAY ATTRIBUTES [1]				EXISTING DAILY TRAFFIC CONDITIONS				Percent Project Traffic Assignment [2]	PM PEAK HOUR SIGNIFICANCE CALCULATIONS					Include In Study Area? [5]
											Pk. Hr. Dir. Service Capacity [3]	Project Traffic		Percent Impact	Significant Impact? [4]	
From	To	FDOT Classification	Area Type	Adopted LOS	Number of Lanes	Service Capacity [3]	2016 AADT	2016 V/C	2016 LOS			NB / EB	SB / WB			
SR 200																
SW 60th Ave	SW 48th Ave	ST-SA-C1	Urban	D	6	59,900	42,750	0.71	C	5.5%	3,020	16	13	0.53%	--	No
SW 48th Ave	I-75 East Ramps	ST-SA-C1	Urban	D	6	59,900	38,500 [6]	0.64	C	5.5%	3,020	13	16	0.53%	--	No
I-75 East Ramps	SW 27th Ave	ST-SA-C1	Urban	D	6	59,900	43,500	0.73	C	1.5%	3,020	3	4	0.13%	--	No
SW 27th Ave	SW 17th St	ST-SA-C1	Urban	D	6	59,900	38,300	0.64	C	9.0%	3,020	21	26	0.86%	--	No
NW / SW 60th Ave																
US 27	SR 40	NS-SA-C1	Urban	E	4	35,820	9,900	0.28	C	10.0%	1,800	23	29	1.61%	--	No
SR 40	SW 20th St	NS-SA-C1	Urban	E	4	35,820	13,800	0.39	C	18.0%	1,800	42	52	2.89%	--	Yes
SW 20th St	SW 38th St	NS-SA-C1	Urban	E	4	35,820	12,500 [6]	0.35	C	33.0%	1,800	95	77	5.28%	Yes	Yes
SW 38th St	SR 200	NS-SA-C1	Urban	E	4	35,820	14,950	0.42	C	18.5%	1,800	53	43	2.94%	--	Yes
SR 200	SW 80th St	NS-SA-C1	Urban	E	4	35,820	18,500	0.52	C	3.0%	1,800	9	7	0.50%	--	No
SW 49th Ave																
SW 42nd St	SW 66th St	NS-SA-C1	Urban	E	4	35,820	--	--	--	2.0%	1,800	6	5	0.33%	--	No
SW 44th Ave																
SR 40	SW 20th St	NS-SA-C1	Urban	E	4	35,820	--	--	--	8.0%	1,800	19	23	1.28%	--	No
SW 42nd St																
SR 200	SW 27th Ave	NS-SA-C1	Urban	E	4	35,820	17,700	0.49	C	9.0%	1,800	21	26	1.44%	--	No
SW 27th Ave	SW 7th Ave	NS-SA-C1	Urban	E	4	35,820	19,200 [6]	0.54	C	4.0%	1,800	9	12	0.67%	--	No
SW 38th St																
SW 80th Ave	SW 60th Ave	NS-SA-C1	Urban	E	2	15,930	8,500	0.53	C	2.0%	792	6	5	0.76%	--	No
SW 60th Ave	SR 200	NS-SA-C1	Urban	E	2	15,930	6,200	0.39	C	11.5%	792	27	33	4.17%	Yes	Yes
SW 27th Ave																
SR 40	SR 200	NS-SA-C1	Urban	E	4	35,820	20,700	0.58	C	6.7%	1,800	16	19	1.06%	--	No
SR 200	SW 42nd St	NS-SA-C1	Urban	E	4	35,820	20,400	0.57	C	3.0%	1,800	9	7	0.50%	--	No
CR 475A																
SW 42nd St	SW 66th St	NS-SA-C1	Urban	E	2	15,930	12,300	0.77	C	2.0%	792	6	5	0.76%	--	No
SR 40																
SW 80th Ave	SW 60th Ave	ST-SA-C1	Urban	D	4	41,790	21,000	0.50	C	5.5%	2,100	16	13	0.76%	--	No
SW 60th Ave	SW 44th/46th Ave	ST-SA-C1	Urban	D	4	41,790	28,500 [6]	0.68	C	0.0%	2,100	0	0	0.00%	--	No
SW 44th/46th Ave	I-75	ST-SA-C1	Urban	D	4	41,790	30,500	0.73	C	7.5%	2,100	17	22	1.05%	--	No
I-75	SW 27th Ave	ST-SA-C1	Urban	D	4	39,800	33,000	0.83	C	7.5%	2,000	17	22	1.10%	--	No
SW 27th Ave	SW MLK Ave	ST-SA-C1	Urban	D	4	39,800	26,700	0.67	C	6.5%	2,000	15	19	0.95%	--	No
SW 20th St																
SW 60th Ave	SW 44th Ave	NS-SA-C1	Urban	E	4	35,820	11,600	0.32	C	50.7%	1,800	146	118	8.11%	Yes	Yes
SW 44th Ave	I-75	NS-SA-C1	Urban	E	4	35,820	12,800	0.36	C	32.5%	1,800	76	94	5.22%	Yes	Yes
I-75	SW 27th Ave	NS-SA-C1	Urban	E	2	16,727	11,600	0.69	C	23.0%	832	54	66	7.93%	Yes	Yes
SW 27th Ave	SR 200	NS-SA-C1	Urban	E	2	15,930	10,900 [6]	0.68	C	8.0%	792	19	23	2.90%	--	Yes
SW 38th Ave																
SR 40	SW 20th St	NS-SA-C2	Urban	E	2	14,040	3,500 [6]	0.25	C	5.5%	720	13	16	2.22%	--	No
SW 20th St	SW 38th St	NS-SA-C2	Urban	E	2	14,040	5,300 [6]	0.38	C	0.0%	720	0	0	0.00%	--	No

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\[MethodologyCalcs_171102.xlsx]T2-STUDYAREA_CGreen_avg_3%

1. The roadway attributes were obtained from the latest Marion County and FDOT sources.
2. Project traffic assignment was calculated as the average across the segment based on the trip distribution and assignment.
3. Roadway Service Capacities were determined using the 2013 FDOT Quality/LOS Handbook and Marion County roadway segment tables. A four-lane service capacity was assumed for SW 44th Ave and SW 49th Ave.
4. A segment is considered significantly impacted if the project impact is 3% or greater based on City of Ocala guidelines.
5. The study area includes all significantly impacted segments, plus one segment beyond, except when the next segment is expected to have *de minimis* impacts (<1%).
6. Roadway segments did not have traffic counts recorded for 2016. The most recent year of available data (2012 being the earliest) is reported.



COUNTRY GREEN PD
SELECT ZONE DISTRIBUTION (PERCENTAGES) (Hand Adjusted)
CFRPMv6.0 CF 2040 MODEL
10/30/2017

cube

(Licensed to Kimley-Horn and Associates, I

Appendix C: Traffic Data

SeasonalFactorReport-Marion

2016 Peak Season Factor Category Report - Report Type: ALL

Category: 3600 MARION COUNTYWIDE

MOCF: 0.97

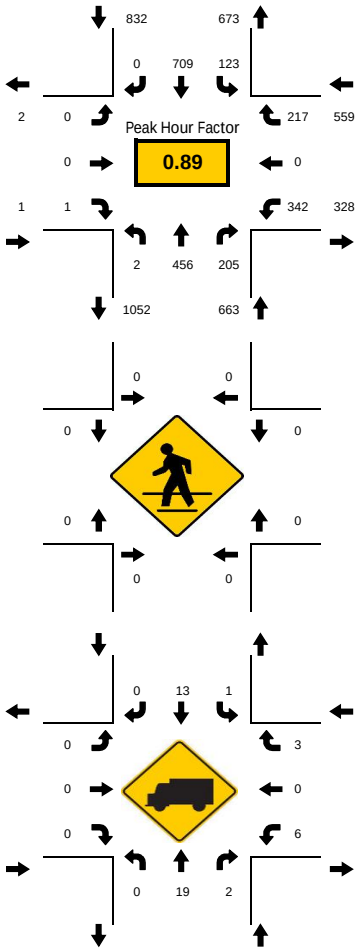
Week	Dates	SF	PSCF
1	01/01/2016 - 01/02/2016	0.99	1.02
2	01/03/2016 - 01/09/2016	1.02	1.05
3	01/10/2016 - 01/16/2016	1.06	1.09
4	01/17/2016 - 01/23/2016	1.05	1.08
5	01/24/2016 - 01/30/2016	1.03	1.06
6	01/31/2016 - 02/06/2016	1.02	1.05
7	02/07/2016 - 02/13/2016	1.00	1.03
* 8	02/14/2016 - 02/20/2016	0.99	1.02
* 9	02/21/2016 - 02/27/2016	0.98	1.01
*10	02/28/2016 - 03/05/2016	0.96	0.99
*11	03/06/2016 - 03/12/2016	0.95	0.98
*12	03/13/2016 - 03/19/2016	0.93	0.96
*13	03/20/2016 - 03/26/2016	0.94	0.97
*14	03/27/2016 - 04/02/2016	0.95	0.98
*15	04/03/2016 - 04/09/2016	0.96	0.99
*16	04/10/2016 - 04/16/2016	0.97	1.00
*17	04/17/2016 - 04/23/2016	0.98	1.01
*18	04/24/2016 - 04/30/2016	0.99	1.02
*19	05/01/2016 - 05/07/2016	0.99	1.02
*20	05/08/2016 - 05/14/2016	1.00	1.03
21	05/15/2016 - 05/21/2016	1.01	1.04
22	05/22/2016 - 05/28/2016	1.01	1.04
23	05/29/2016 - 06/04/2016	1.01	1.04
24	06/05/2016 - 06/11/2016	1.02	1.05
25	06/12/2016 - 06/18/2016	1.02	1.05
26	06/19/2016 - 06/25/2016	1.02	1.05
27	06/26/2016 - 07/02/2016	1.02	1.05
28	07/03/2016 - 07/09/2016	1.01	1.04
29	07/10/2016 - 07/16/2016	1.01	1.04
30	07/17/2016 - 07/23/2016	1.02	1.05
31	07/24/2016 - 07/30/2016	1.02	1.05
32	07/31/2016 - 08/06/2016	1.03	1.06
33	08/07/2016 - 08/13/2016	1.03	1.06
34	08/14/2016 - 08/20/2016	1.04	1.07
35	08/21/2016 - 08/27/2016	1.05	1.08
36	08/28/2016 - 09/03/2016	1.05	1.08
37	09/04/2016 - 09/10/2016	1.06	1.09
38	09/11/2016 - 09/17/2016	1.07	1.10
39	09/18/2016 - 09/24/2016	1.05	1.08
40	09/25/2016 - 10/01/2016	1.03	1.06
41	10/02/2016 - 10/08/2016	1.01	1.04
42	10/09/2016 - 10/15/2016	0.99	1.02
43	10/16/2016 - 10/22/2016	0.99	1.02
44	10/23/2016 - 10/29/2016	0.99	1.02

45	10/30/2016 - 11/05/2016	0.99	1.02
46	11/06/2016 - 11/12/2016	0.99	1.02
47	11/13/2016 - 11/19/2016	0.99	1.02
48	11/20/2016 - 11/26/2016	0.99	1.02
49	11/27/2016 - 12/03/2016	0.99	1.02
50	12/04/2016 - 12/10/2016	0.99	1.02
51	12/11/2016 - 12/17/2016	0.99	1.02
52	12/18/2016 - 12/24/2016	1.02	1.05
53	12/25/2016 - 12/31/2016	1.06	1.09

* Peak Season

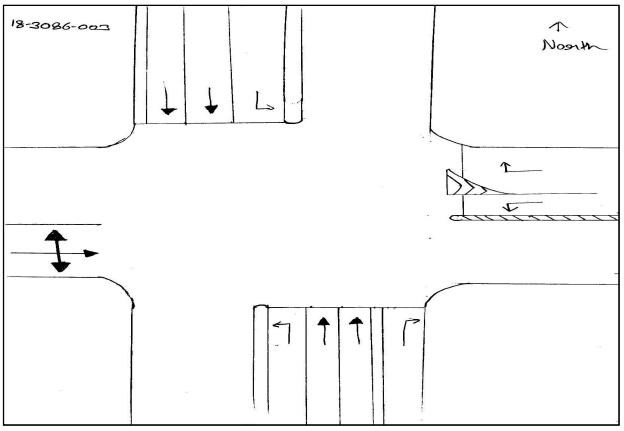
LOCATION: SW 60th Ave & SW 20th St
CITY/STATE: Ocala, FL

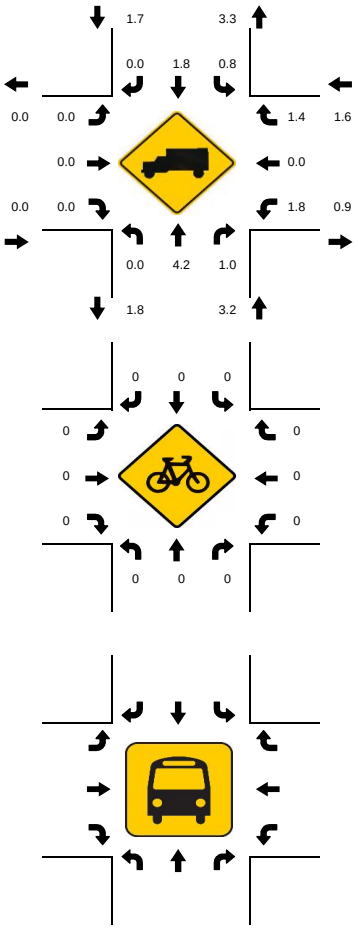
PROJECT ID: 18-03086-003
DATE: 02/20/2018



Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM

National Data & Surveying Services





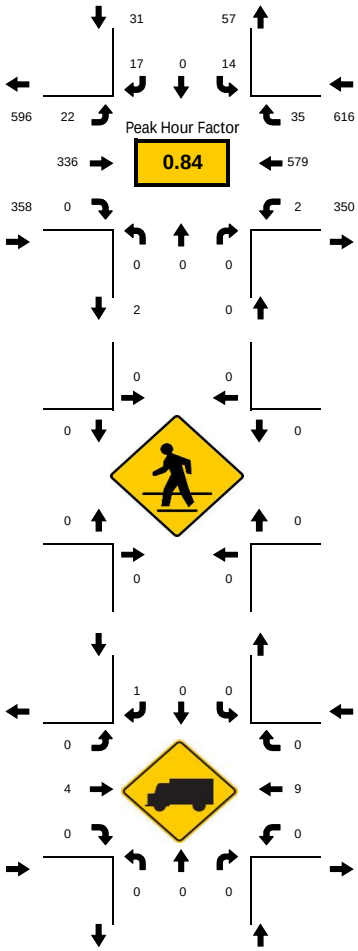
15-Min Count Period Beginning At	SW 60th Ave Northbound					SW 60th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	0	139	63	1	13	40	147	0	0	0	0	0	0	0	0	71	0	41	0	19	502	1968
04:15 PM	0	141	55	0	18	36	128	0	0	0	0	0	0	0	0	104	0	66	0	35	530	1994
04:30 PM	0	118	54	0	25	31	142	0	0	0	0	0	0	0	0	81	0	50	0	27	476	2040
04:45 PM	0	124	47	0	12	25	151	0	0	0	0	0	0	0	0	66	0	47	0	28	460	2055
05:00 PM	0	121	53	2	14	33	180	0	0	0	0	0	0	0	0	83	0	56	0	30	528	1980
05:15 PM	0	112	62	0	22	40	202	0	0	0	0	0	0	0	0	96	0	64	0	42	576	1452
05:30 PM	0	99	43	0	13	25	176	0	0	0	0	0	1	0	1	97	0	50	0	28	491	876
05:45 PM	0	99	47	0	9	28	108	0	0	0	0	0	3	0	3	56	0	44	0	27	385	385

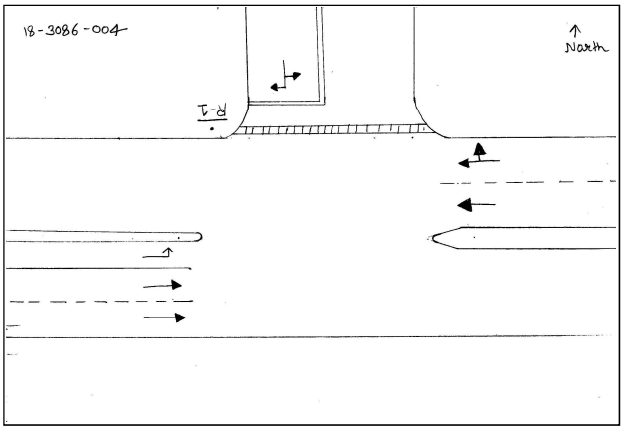
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	0	496	248	8	88	160	808	0	0	0	0	0	4	0	4	388	0	256	0	168	**2368**
Heavy Trucks	0	28	4			4	20	0			0	0	0			12	0	4			**72**
Pedestrians		0					0					0					0				**0**
Bicycles	0	0	0			0	0	0			0	0	0			0	0	0			**0**
Railroad Stopped Buses																					

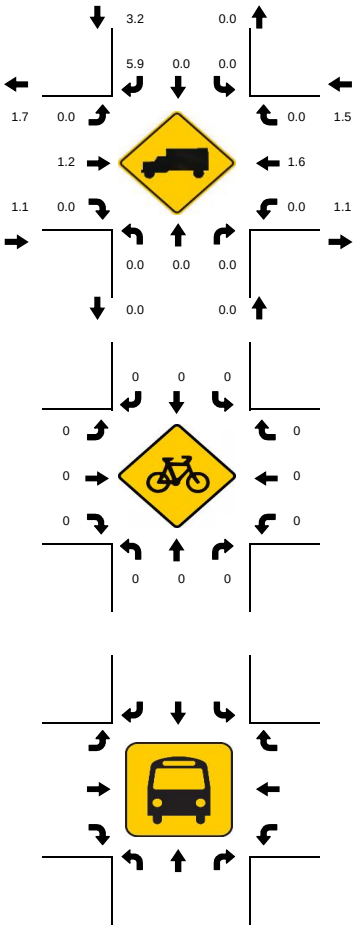
LOCATION: SW 54th Ct & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-004
DATE: 02/20/2018

Peak-Hour: 04:30 PM - 05:30 PM
Peak 15-Minute: 05:00 PM - 05:15 PM



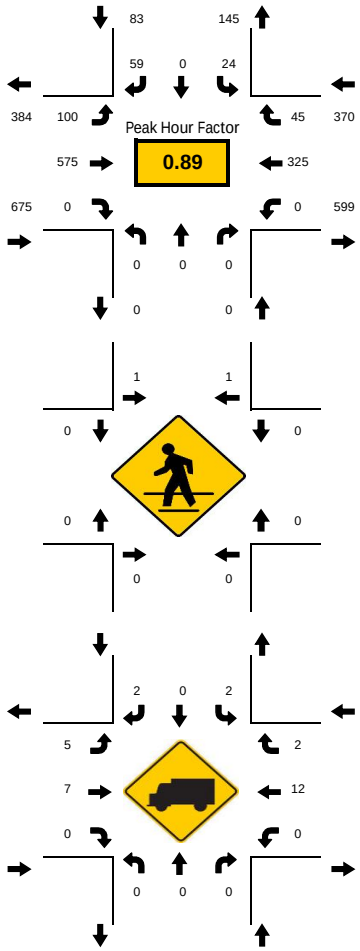


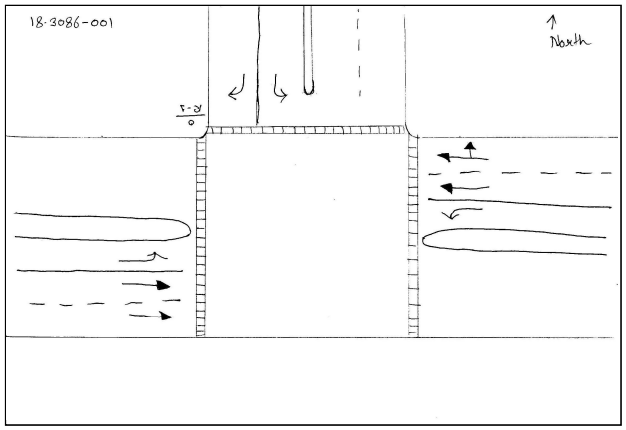

3.2
0.0
5.9
0.0
0.0
1.7
0.0
0.0
1.5
1.2
1.6
1.1
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0.0

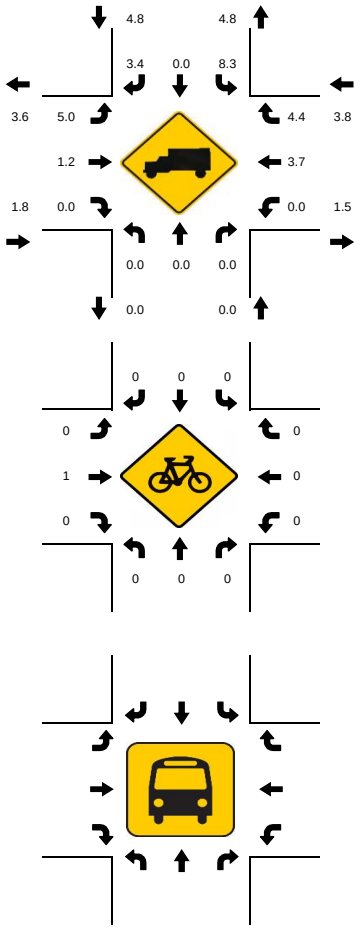
LOCATION: SW 44th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-001
DATE: 02/20/2018

Peak-Hour: 07:30 AM - 08:30 AM
Peak 15-Minute: 07:45 AM - 08:00 AM





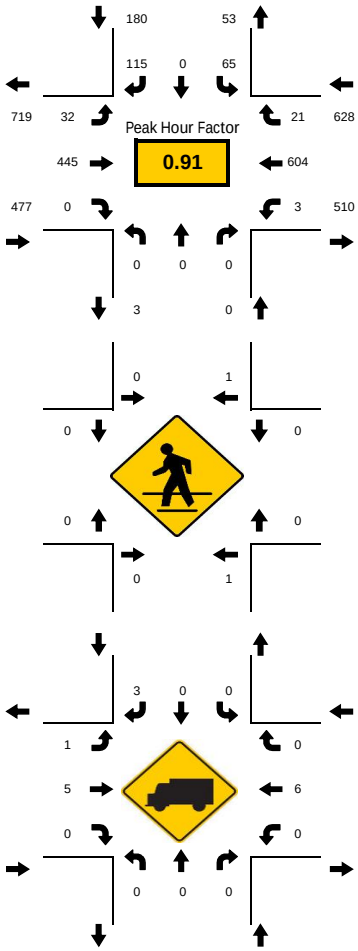


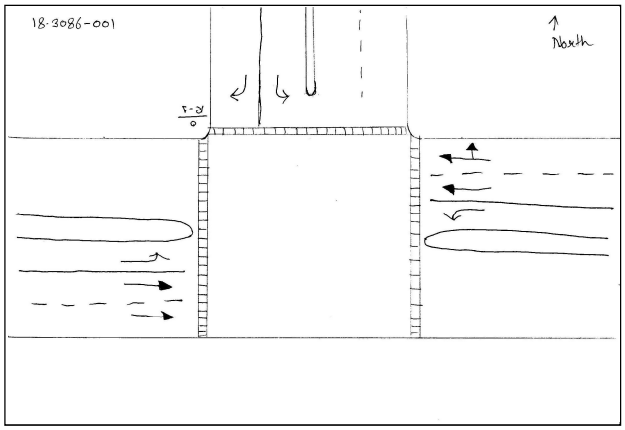
15-Min Count Period Beginning At	SW 44th Ave Northbound					SW 44th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
07:00 AM	0	0	0	0		10	0	4	0		20	100	0	0		0	39	10	0		183	992
07:15 AM	0	0	0	0		5	0	11	0		12	121	0	0		0	55	14	0		218	1090
07:30 AM	0	0	0	0		6	0	10	0		29	148	0	0		0	75	6	0		274	1128
07:45 AM	0	0	0	0		2	0	17	0		30	176	0	0		0	78	14	0		317	1100
08:00 AM	0	0	0	0		8	0	20	0		23	135	0	0		0	80	15	0		281	995
08:15 AM	0	0	0	0		8	0	12	0		18	116	0	0		0	92	10	0		256	714
08:30 AM	0	0	0	0		3	0	13	0		15	129	0	0		0	78	8	0		246	458
08:45 AM	0	0	0	0		11	0	14	0		13	113	0	0		0	55	6	0		212	212
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	0	0	0	0		32	0	80	0		120	704	0	0		0	368	60	0		**1364**	
Heavy Trucks	0	0	0			4	0	4			8	16	0			0	20	4			**56**	
Pedestrians		0					4					0					0				**4**	
Bicycles	0	0	0			0	0	0			0	4	0			0	0	0			**4**	
Railroad																						
Stopped Buses																						

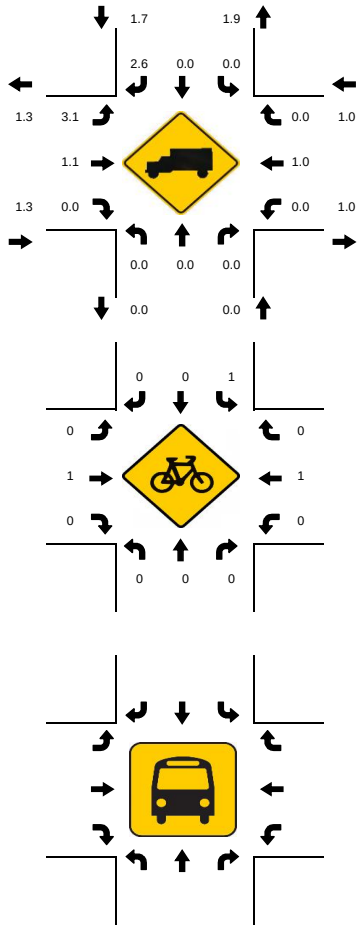
LOCATION: SW 44th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-001
DATE: 02/20/2018

Peak-Hour: 04:30 PM - 05:30 PM
Peak 15-Minute: 05:00 PM - 05:15 PM





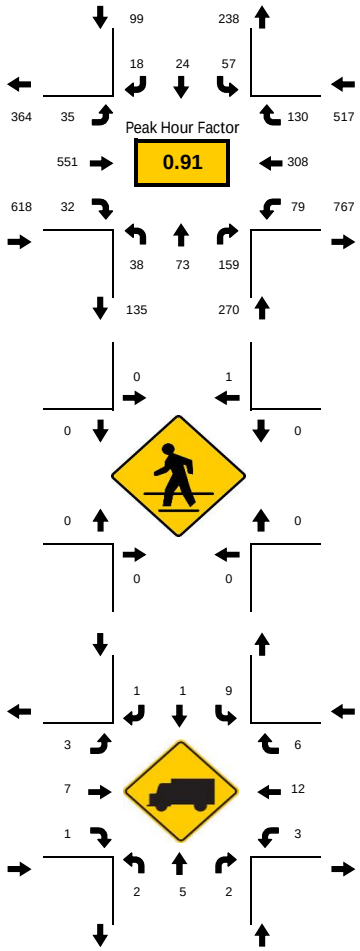


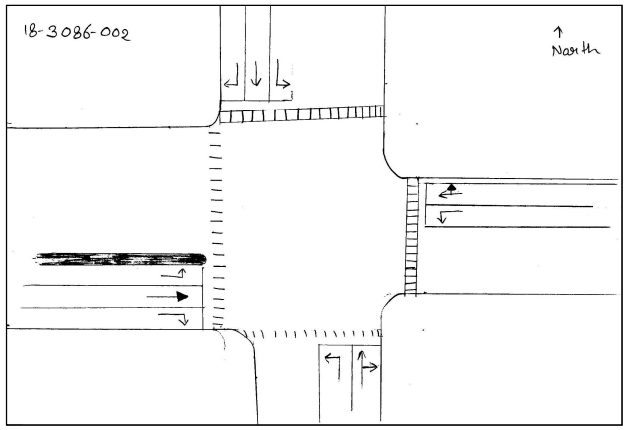
15-Min Count Period Beginning At	SW 44th Ave Northbound					SW 44th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	0	0	2	0		13	0	18	0		19	136	0	0		0	151	16	0		355	1273
04:15 PM	0	0	0	0		10	0	17	0		6	132	0	0		0	157	8	1		331	1272
04:30 PM	0	0	0	0		15	0	19	0		9	118	0	0		0	136	3	0		300	1285
04:45 PM	0	0	0	0		11	0	19	0		10	99	0	0		0	141	7	0		287	1283
05:00 PM	0	0	0	0		24	0	48	0		7	101	0	0		2	164	7	1		354	1248
05:15 PM	0	0	0	0		15	0	29	0		6	127	0	0		0	163	4	0		344	894
05:30 PM	0	0	2	0		10	0	18	0		14	88	0	0		1	156	8	1		298	550
05:45 PM	0	0	0	0		10	0	18	0		6	81	0	0		0	132	5	0		252	252
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	0	0	0	0		96	0	192	0		40	508	0	0		8	656	28	4		**1532**	
Heavy Trucks	0	0	0			0	0	8			4	12	0			0	8	0			**32**	
Pedestrians		4					4					0					0				**8**	
Bicycles	0	0	0			4	0	0			0	4	0			0	4	0			**12**	
Railroad																						
Stopped Buses																						

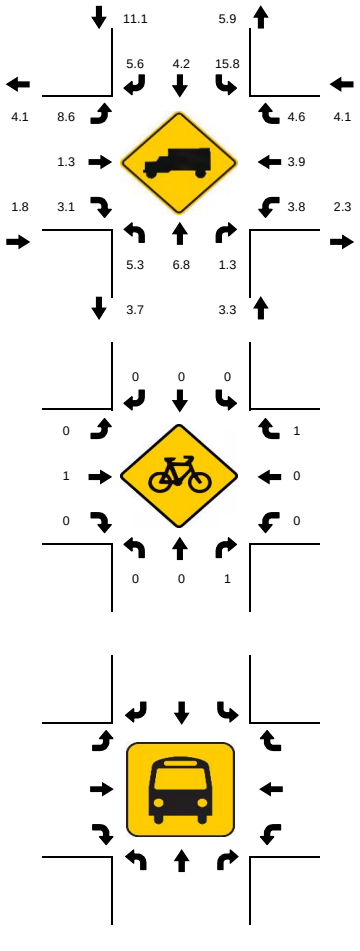
LOCATION: SW 38th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-002
DATE: 02/20/2018

Peak-Hour: 07:30 AM - 08:30 AM
Peak 15-Minute: 07:45 AM - 08:00 AM





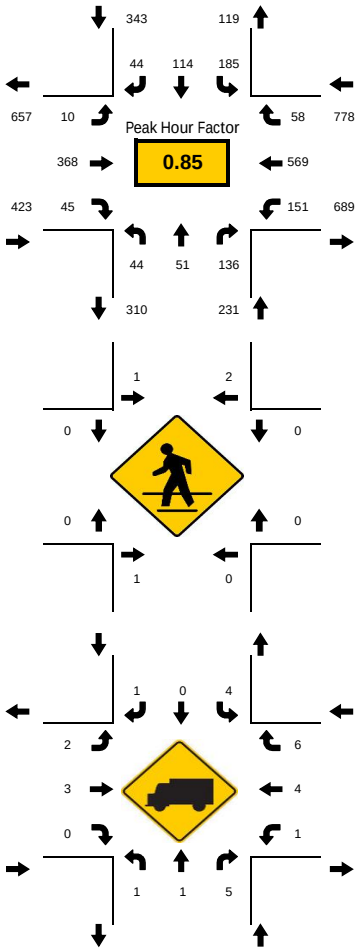


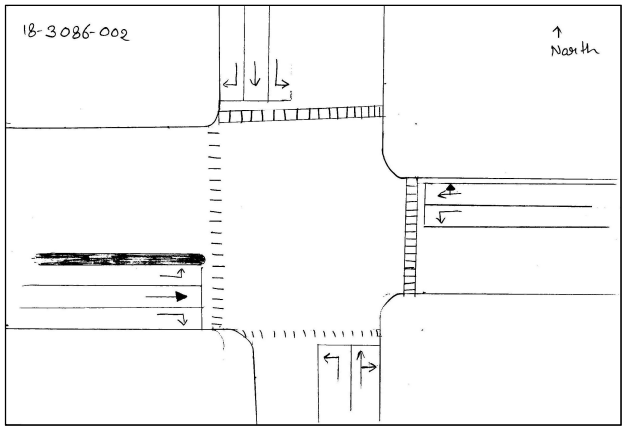
15-Min Count Period Beginning At	SW 38th Ave Northbound					SW 38th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
07:00 AM	6	11	27	0	13	8	8	2	0	2	7	80	14	0	7	18	48	24	0	3	253	1291
07:15 AM	6	14	28	0	13	9	8	2	0	2	2	104	12	0	6	20	56	17	0	0	278	1425
07:30 AM	3	16	35	0	17	6	7	4	0	3	8	145	8	0	1	20	71	22	0	4	345	1504
07:45 AM	11	21	45	0	13	21	4	2	0	2	10	141	4	0	1	25	85	46	0	0	415	1494
08:00 AM	11	18	35	0	9	18	7	5	0	5	10	149	9	0	4	15	69	41	0	4	387	1374
08:15 AM	13	18	44	0	14	12	6	7	0	4	7	116	11	0	7	19	83	21	0	2	357	987
08:30 AM	4	13	27	0	10	10	8	2	0	2	4	128	15	0	3	17	85	22	0	2	335	630
08:45 AM	10	10	26	0	9	18	11	4	0	0	3	121	7	0	2	19	50	16	0	3	295	295
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	52	84	180	0	68	84	28	28	0	20	40	596	44	0	28	100	340	184	0	16	**1760**	
Heavy Trucks	8	12	4			12	4	4			4	16	4			8	20	12			**108**	
Pedestrians		0					4					0					0				**4**	
Bicycles	0	0	4			0	0	0			0	4	0			0	0	4			**12**	
Railroad																						
Stopped Buses																						

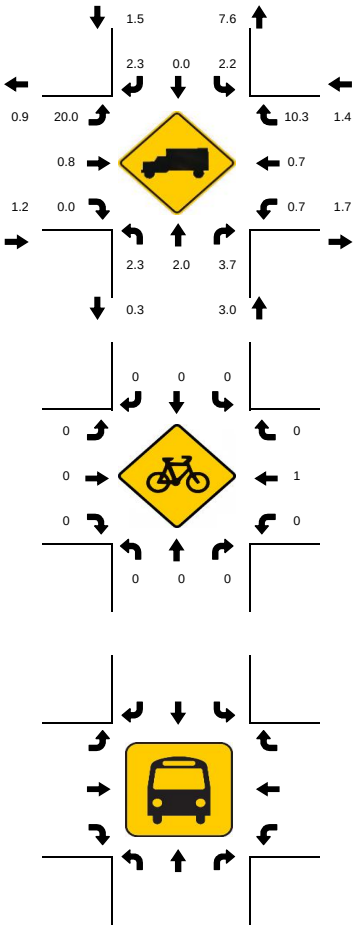
LOCATION: SW 38th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-002
DATE: 02/20/2018

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM







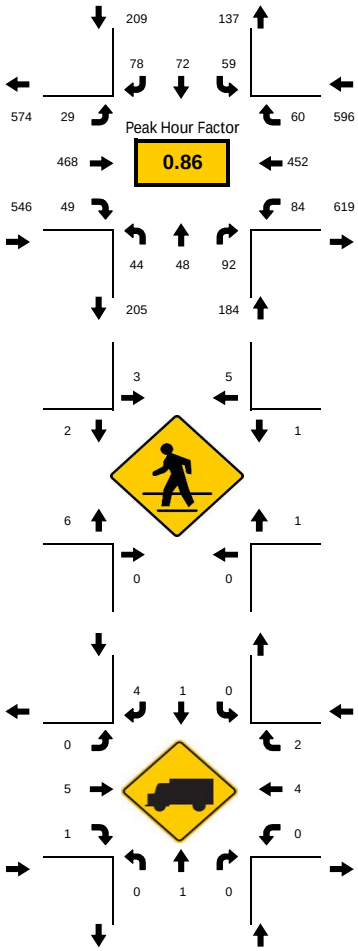
15-Min Count Period Beginning At	SW 38th Ave Northbound					SW 38th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	10	8	37	0	24	26	13	6	0	2	5	108	11	0	5	45	131	12	0	5	412	1724
04:15 PM	12	13	27	0	11	26	15	13	0	9	4	161	16	0	6	36	159	18	0	3	500	1740
04:30 PM	12	10	21	0	10	20	15	7	0	5	4	102	19	1	7	49	113	19	0	2	392	1763
04:45 PM	12	11	32	0	18	35	24	7	0	4	2	92	11	0	7	44	132	18	0	0	420	1775
05:00 PM	13	12	29	0	12	53	27	8	0	5	4	81	15	0	5	34	137	15	0	0	428	1763
05:15 PM	7	9	41	0	15	65	41	14	0	8	3	115	13	0	9	33	167	15	0	0	523	1335
05:30 PM	12	19	34	0	3	32	22	15	0	10	1	80	6	0	6	40	133	10	0	3	404	812
05:45 PM	9	18	32	0	11	16	23	10	0	5	0	91	9	0	6	44	143	13	0	0	408	408

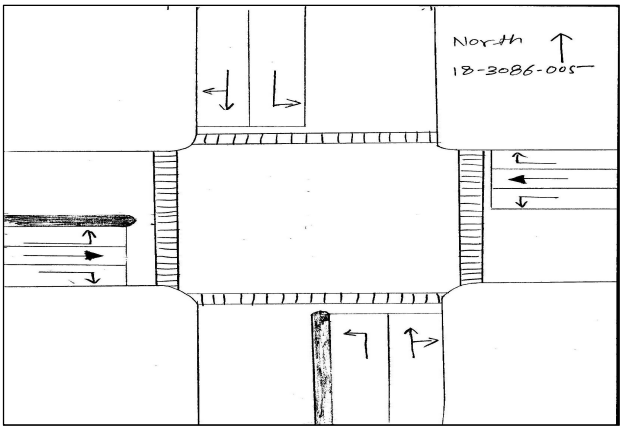
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	52	76	164	0	72	260	164	60	0	40	16	460	60	0	36	176	668	72	0	12	**2228**
Heavy Trucks	4	4	20			8	0	4			4	8	0			4	12	8			**76**
Pedestrians		4					8					0					0				**12**
Bicycles	0	0	0			0	0	0			0	0	0			0	4	0			**4**
Railroad																					
Stopped Buses																					

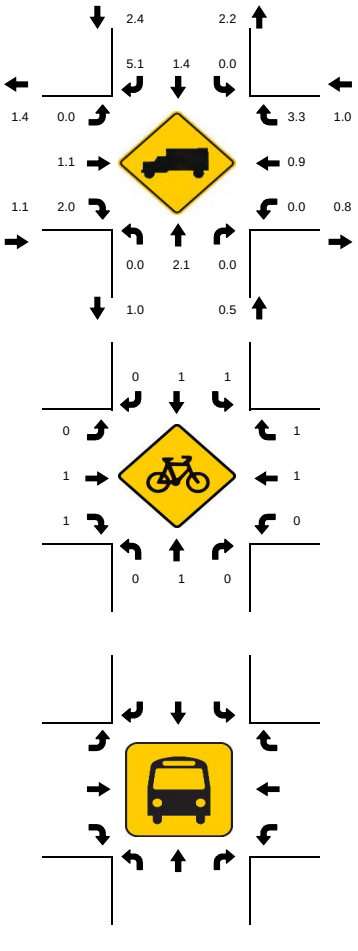
LOCATION: SW 31st Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-005
DATE: 02/20/2018

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM







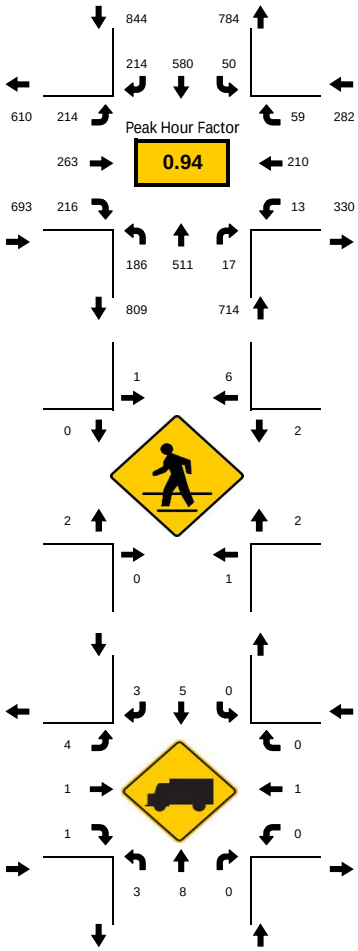
15-Min Count Period	SW 31st Ave Northbound					SW 31st Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound						
Beginning At	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Total	Hourly Total
04:00 PM	5	9	36	0	7	17	11	13	0	5	17	131	8	0	1	12	86	9	0	1	354	1445
04:15 PM	6	5	26	0	4	16	15	13	0	7	18	155	6	0	2	18	104	13	0	3	395	1473
04:30 PM	8	17	27	0	7	10	7	10	0	3	6	111	9	0	3	15	100	17	0	4	337	1523
04:45 PM	15	6	28	0	10	13	18	16	0	3	6	109	10	0	5	16	109	13	0	3	359	1535
05:00 PM	13	15	27	0	2	14	14	16	0	7	6	120	13	0	6	24	110	10	0	2	382	1472
05:15 PM	6	17	16	0	6	21	14	33	0	6	12	137	20	0	4	27	121	21	0	3	445	1090
05:30 PM	10	10	21	0	5	11	26	13	0	4	5	102	6	0	1	17	112	16	0	4	349	645
05:45 PM	4	11	22	0	7	13	7	10	0	3	5	96	9	0	3	12	90	17	0	2	296	296

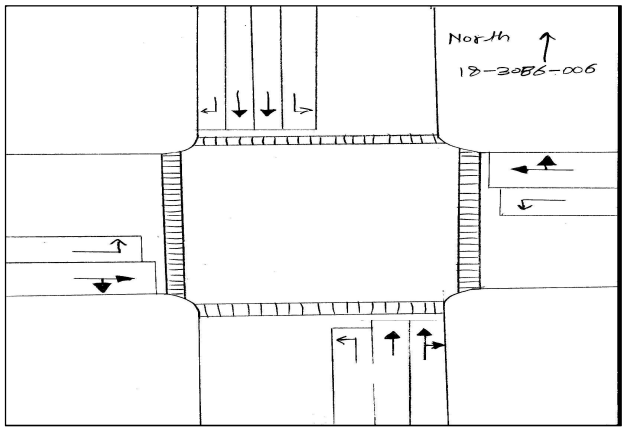
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	60	68	112	0	40	84	104	132	0	28	48	548	80	0	24	108	484	84	0	16	**1912**
Heavy Trucks	0	4	0			0	4	16			0	12	4			0	8	4			**52**
Pedestrians		0					24					28					4				**56**
Bicycles	0	4	0			4	4	0			0	4	4			0	4	4			**28**
Railroad Stopped Buses																					

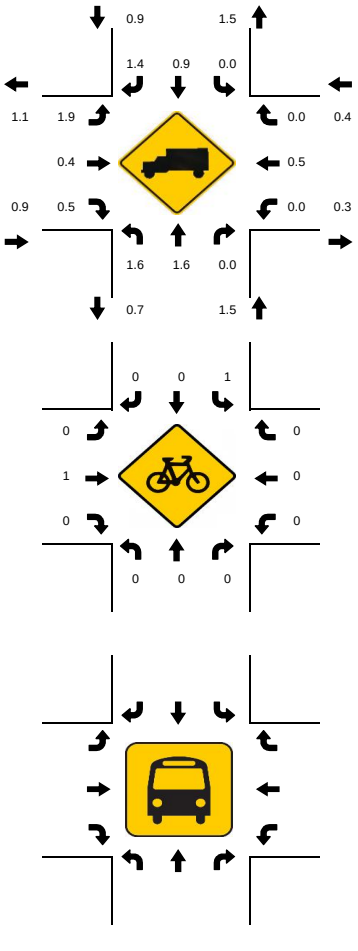
LOCATION: SW 27th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-006
DATE: 02/20/2018

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM







15-Min Count Period Beginning At	SW 27th Ave Northbound					SW 27th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	41	122	2	0	0	13	158	48	0	27	48	69	66	0	10	4	41	17	0	1	629	2461
04:15 PM	44	119	1	0	0	15	144	43	0	22	71	67	56	0	7	6	52	15	0	0	633	2485
04:30 PM	51	131	5	0	1	12	132	46	0	19	60	45	54	0	10	4	46	12	0	0	598	2527
04:45 PM	39	122	5	0	0	13	153	51	0	25	54	64	39	0	5	2	48	11	0	6	601	2533
05:00 PM	39	124	2	0	0	9	150	58	0	28	65	81	53	0	8	5	48	19	0	1	653	2431
05:15 PM	57	155	6	0	0	12	151	57	0	21	47	64	60	0	3	3	48	15	0	1	675	1778
05:30 PM	51	110	4	0	1	16	126	48	0	25	48	54	64	0	4	3	66	14	0	1	604	1103
05:45 PM	39	110	5	0	1	16	135	33	0	17	56	37	28	0	3	2	24	14	0	8	499	499

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	228	620	24	0	4	64	612	232	0	112	260	324	256	0	32	20	264	76	0	24	**2980**
Heavy Trucks	8	12	0			0	8	8			8	4	4			0		4	0		**56**
Pedestrians		4					24					8					8				**44**
Bicycles	0	0	0			4	0	0			0	4	0			0		0	0		**8**
Railroad																					
Stopped Buses																					

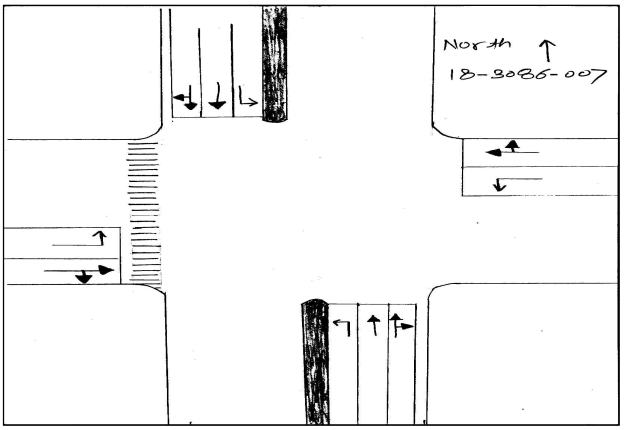
LOCATION: SW 60th Ave & SW 38th St/40th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-007
DATE: 02/20/2018

Peak-Hour: 04:00 PM - 05:00 PM
Peak 15-Minute: 04:00 PM - 04:15 PM

Peak Hour Factor
0.90

National Data & Surveying Services



15-Min Count Period	SW 60th Ave Northbound					SW 60th Ave Southbound					SW 38th St/40th St Eastbound					SW 38th St/40th St Westbound						
Beginning At	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Total	Hourly Total
04:00 PM	30	130	9	0	1	32	179	38	0	4	33	69	58	0	7	11	33	20	0	5	642	2304
04:15 PM	22	109	12	1	1	25	168	42	0	5	35	41	27	0	3	15	47	27	0	4	571	2278
04:30 PM	13	131	7	0	0	23	170	32	0	4	32	55	25	0	5	9	45	32	0	8	574	2298
04:45 PM	18	99	12	0	0	22	166	32	0	3	35	35	19	0	2	14	36	29	0	8	517	2279
05:00 PM	27	126	15	0	1	20	194	54	0	2	34	34	27	0	10	4	48	33	0	1	616	2256
05:15 PM	22	93	8	0	0	21	208	51	0	7	31	37	27	0	8	15	57	21	0	3	591	1640
05:30 PM	33	92	10	0	0	27	187	55	0	2	19	45	19	0	3	4	45	19	0	3	555	1049
05:45 PM	36	101	3	1	0	14	143	35	0	10	28	35	21	0	7	6	46	25	0	3	494	494

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	120	524	48	4	4	128	716	168	0	20	140	276	232	0	28	60	188	128	0	32	**2732**
Heavy Trucks	4	20	4			4	24	12			8	12	20			4	4	4			**120**
Pedestrians		0					0					0					0				**0**
Bicycles	0	0	0			0	4	0			0	0	0			0	0	0			**4**
Railroad Stopped Buses																					

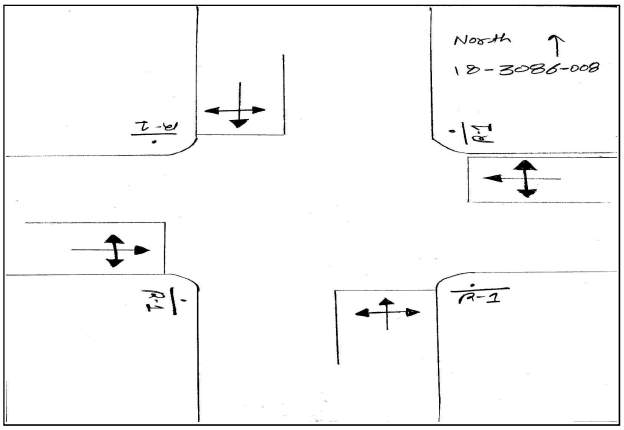
LOCATION: SW 43rd Ct & SW 38th St/40th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-008
DATE: 02/20/2018

Peak-Hour: 04:15 PM - 05:15 PM
Peak 15-Minute: 04:30 PM - 04:45 PM

Peak Hour Factor
0.97

National Data & Surveying Services



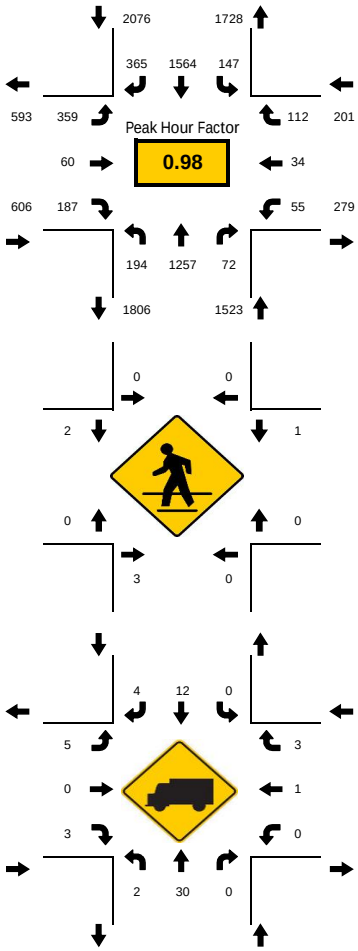
15-Min Count Period	SW 43rd Ct Northbound					SW 43rd Ct Southbound					SW 38th St/40th St Eastbound					SW 38th St/40th St Westbound					Total	Hourly Total
Beginning At	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	8	4	4	0		9	3	7	0		7	82	10	0		2	65	16	1		218	881
04:15 PM	14	5	4	0		20	4	6	0		7	58	5	0		6	83	7	0		219	886
04:30 PM	5	3	6	0		10	5	3	0		6	76	5	0		3	92	13	1		228	886
04:45 PM	5	4	4	0		10	3	9	0		8	71	5	0		3	76	18	0		216	871
05:00 PM	12	2	4	0		12	5	13	0		9	62	1	0		2	81	20	0		223	857
05:15 PM	9	7	7	0		11	3	7	0		5	63	4	0		6	80	16	1		219	634
05:30 PM	8	10	4	0		19	4	5	0		8	66	5	0		5	64	15	0		213	415
05:45 PM	10	4	6	0		17	4	9	0		3	44	4	0		1	83	17	0		202	202

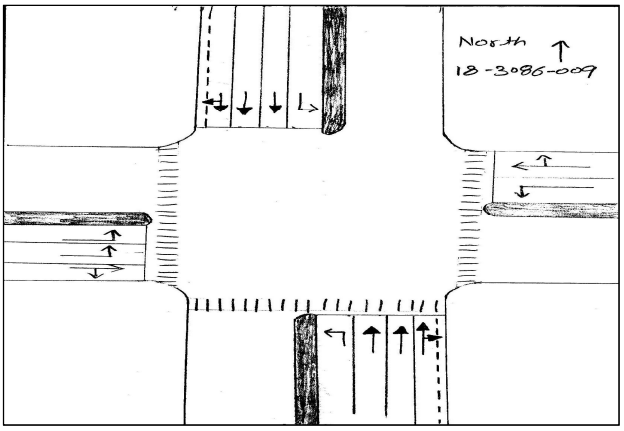
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	56	20	24	0		80	20	52	0		36	304	20	0		24	368	80	4		**1088**
Heavy Trucks	0	0	0			4	4	4			8	12	4			0	12	4			**52**
Pedestrians		0					0					0					0				**0**
Bicycles	0	0	0			0	0	0			0	0	0			0	0	0			**0**
Railroad																					
Stopped Buses																					

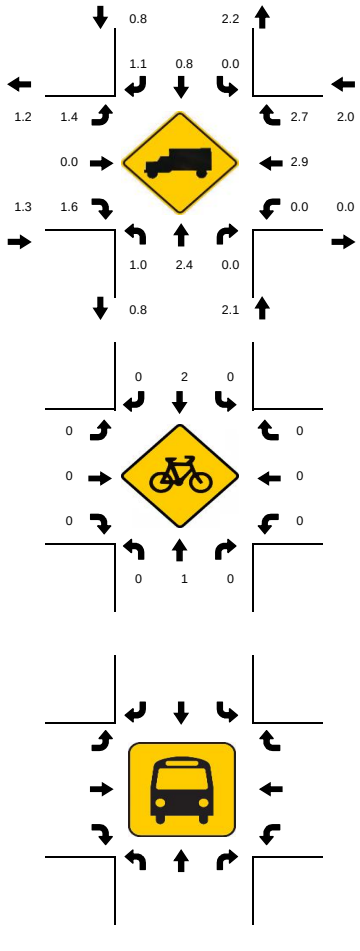
LOCATION: SR 200 & SW 38th Ct
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-009
DATE: 02/20/2018

Peak-Hour: 04:30 PM - 05:30 PM
Peak 15-Minute: 05:00 PM - 05:15 PM







15-Min Count Period	SR 200 Northbound					SR 200 Southbound					SW 38th Ct Eastbound					SW 38th Ct Westbound						
Beginning At	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Total	Hourly Total
04:00 PM	43	301	15	4	0	30	348	76	9	19	104	14	63	0	30	16	16	28	0	4	1067	4345
04:15 PM	46	298	24	2	0	26	391	83	9	6	69	20	52	0	19	11	13	26	0	5	1070	4405
04:30 PM	42	284	19	2	5	26	409	96	9	4	118	19	40	0	10	16	7	29	0	16	1116	4406
04:45 PM	50	329	16	8	1	33	348	106	6	12	77	14	47	0	21	13	11	34	0	10	1092	4345
05:00 PM	44	373	24	4	1	24	382	77	4	0	86	15	59	0	30	8	8	19	0	11	1127	4155
05:15 PM	42	271	13	2	0	38	425	86	7	14	78	12	41	0	21	18	8	30	0	15	1071	3028
05:30 PM	53	308	15	5	1	21	366	76	8	6	89	17	51	0	13	14	13	19	0	1	1055	1957
05:45 PM	42	256	14	4	2	24	338	76	8	16	60	11	23	0	14	14	7	25	0	13	902	902
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	200	1492	96	32	20	152	1700	424	36	56	472	76	236	0	120	72	44	136	0	64	**5168**	
Heavy Trucks	4	40	0			0	20	8			12	0	12			0	4	8			**108**	
Pedestrians		8					0					8					4				**20**	
Bicycles	0	4	0			0	4	0			0	0	0			0	0	0			**8**	
Railroad																						
Stopped Buses																						

Appendix D: Signal Timing Worksheets

Station : 106 - SW 60th Ave & SW 20th St (Standard File)

Phase [1.1.1]

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Walk																
Ped Clearance																
Min Green	7	15	5	10	10	15										
Passage	2.5	2.5	2.5	2.5	2.5	2.5										
Max1	20	50	10	20	20	50										
Max2																
Yellow	4.7	4.7	4.3	4.7	4.7	4.7										
Red		2	2.1	2		2										
Red Revert																
Added Initial																
Max Initial																
Time Before Reduce																
Cars Before Reduce																
Time To Reduce																
Reduce By																
Min Gap																
Dynamic Max Limit																
Dynamic Max Step																
Auto Exit		ON				ON										
Rest In Walk																

Phase Option [1.1.2]

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Enable	ON	ON	ON	ON	ON	ON										
Auto Entry				ON												
Non Act1																
Non Act2																
Lock Call				ON					ON	ON	ON	ON	ON	ON	ON	ON
Min Recall		ON				ON										
Max Recall																
Ped Recall																
Soft Recall																
Dual Entry		ON				ON										
Sim Gap Enable		ON				ON			ON	ON	ON	ON	ON	ON	ON	ON
Guar Passage																
Cond Service																
Add Init Calc																

Alternate Phase Program 1, Calls and Redirection [1.1.6.3]

Entry	Call Phases	From	To	From	To	From	To	From	To	Assigned Ph
1										
2										
3										
4										
5										
6										
7										
8										

Alternate Phase Program 2, Calls and Redirection [1.1.6.3]

Entry	Call Phases	From	To	From	To	From	To	From	To	Assigned Ph
1										
2										
3										
4										
5										
6										
7										
8										

Alternate Phase Program 1, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1										
2										
3										
4										
5										
6										
7										
8										

Alternate Phase Program 2, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1										
2										
3										
4										
5										
6										
7										
8										

Prepared By	Date Implemented	Reviewed By	Traffic Engineer

City of Ocala Timing Sheet 1/17/2017 1:47:52 PM

Station : 106 - SW 60th Ave & SW 20th St (Standard File)

Unit Parameters [1.2.1]

Start	Auto	Back	Red	Cons	Tone	Feat	Phas	Dian	SDL	TS2	Cycl	Max	Max	Max	Enal	Loca	Start	Disa	Yell	Omit	Free

ID: 107
Name: SW 20th St & 38th Ave
Configuration: Standard

Param	Phs 1	Phs 2	Phs 3	Phs 4	Phs 5	Phs 6	Phs 7	Phs 8	Phs 9	Phs 10	Phs 11	Phs 12	Phs 13	Phs 14	Phs 15	Phs 16
Walk	0	7	0	7	0	7	0	7	0	0	0	0	0	0	0	0
Ped Clearance	0	16	0	22	0	16	0	22	0	0	0	0	0	0	0	0
Min Green	10	20	5	10	10	20	5	10	0	0	0	0	0	0	0	0
Passage	3	4	3	3	3	4	3	3	0	0	0	0	0	0	0	0
Max1	20	45	20	25	20	45	20	25	0	0	0	0	0	0	0	0
Max2	20	65	20	25	20	65	20	25	0	0	0	0	0	0	0	0
Yellow	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	0	0	0	0	0	0	0	0
Red	0	1	0	1	0	1	0	1	0	0	0	0	0	0	0	0
Red Revert	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Added Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reduce By	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Limit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Step	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Startup	RED	GREEN	RED	RED	RED	GREEN	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED
Enable	On	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Entry	Off	Off	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Exit	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act1	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act2	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Lock Call	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Min Recall	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Max Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ped Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Soft Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Dual Entry	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Sim Gap Enable	On	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off	Off
Guar Passage	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Rest In Walk	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Cond Service	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Add Init Calc	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ring	1	1	1	1	2	2	2	2	0	0	0	0	0	0	0	0
Concur 1	5	5	7	7	1	1	3	3	0	0	0	0	0	0	0	0
Concur 2	6	6	8	8	2	2	4	4	0	0	0	0	0	0	0	0
Concur 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

ID: 222
Name: SW 20th St & 31st Ave-
Configuration: Upload

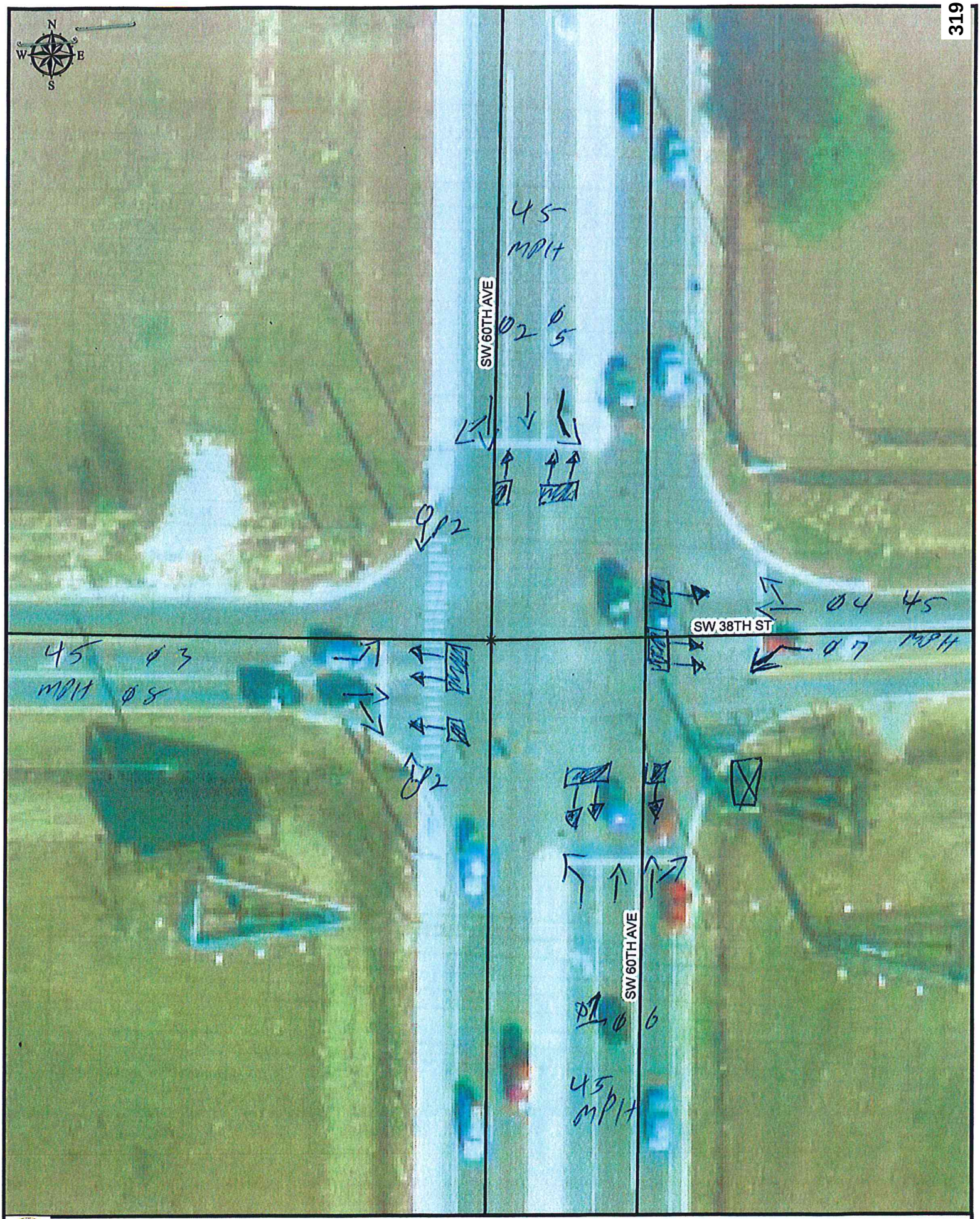
Param	Phs 1	Phs 2	Phs 3	Phs 4	Phs 5	Phs 6	Phs 7	Phs 8	Phs 9	Phs 10	Phs 11	Phs 12	Phs 13	Phs 14	Phs 15	Phs 16
Walk	0	7	0	7	0	7	0	0	0	0	0	0	0	0	0	0
Ped Clearance	0	15	0	14	0	15	0	0	0	0	0	0	0	0	0	0
Min Green	0	15	0	8	5	15	2	2	0	0	0	0	0	0	0	0
Passage	0	4	0	3.5	3.5	4	0	0	0	0	0	0	0	0	0	0
Max1	0	30	0	26	20	30	0	0	0	0	0	0	0	0	0	0
Max2	0	40	0	30	25	40	0	0	0	0	0	0	0	0	0	0
Yellow	0	4.7	0	3.6	3.6	4.7	0	4	0	0	0	0	0	0	0	0
Red	0	2	0	2.4	2	2	0	0	0	0	0	0	0	0	0	0
Red Revert	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Added Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reduce By	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Limit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Step	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Startup	RED	GREEN	RED	RED	RED	GREEN	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED
Enable	Off	On	Off	On	On	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Auto Entry	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Auto Exit	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act1	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act2	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Lock Call	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Min Recall	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Max Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ped Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Soft Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Dual Entry	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Sim Gap Enable	On	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off	Off
Guar Passage	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Rest In Walk	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Cond Service	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Add Init Calc	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ring	1	1	1	1	2	2	2	2	0	0	0	0	0	0	0	0
Concur 1	5	5	7	7	1	1	3	3	0	0	0	0	0	0	0	0
Concur 2	6	6	8	8	2	2	4	4	0	0	0	0	0	0	0	0
Concur 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

ID: 170
Name: SW 27th Ave & SW 20th St (Temp)
Configuration: Standard

Param	Phs 1	Phs 2	Phs 3	Phs 4	Phs 5	Phs 6	Phs 7	Phs 8	Phs 9	Phs 10	Phs 11	Phs 12	Phs 13	Phs 14	Phs 15	Phs 16
Walk	0	7	0	7	0	7	0	7	0	0	0	0	0	0	0	0
Ped Clearance	0	28	0	25	0	18	0	26	0	0	0	0	0	0	0	0
Min Green	7	20	7	7	0	20	0	7	0	0	0	0	0	0	0	0
Passage	3	3	3	3	0	3	0	3	0	0	0	0	0	0	0	0
Max1	30	40	30	40	0	40	0	40	0	0	0	0	0	0	0	0
Max2	25	67	24	34	0	93	0	50	0	0	0	0	0	0	0	0
Yellow	4.7	4.7	4.7	3.6	0	4.7	0	4.7	0	0	0	0	0	0	0	0
Red	0	2	0	3.1	0	2	0	2	0	0	0	0	0	0	0	0
Red Revert	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Added Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reduce By	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Limit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Step	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Startup	RED	GREEN	RED	RED	RED	GREEN	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED
Enable	On	On	On	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Entry	Off	Off	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Exit	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act1	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act2	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Lock Call	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Min Recall	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Max Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ped Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Soft Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Dual Entry	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Sim Gap Enable	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Guar Passage	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Rest In Walk	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Cond Service	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Add Init Calc	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ring	1	1	1	1	2	2	2	2	0	0	0	0	0	0	0	0
Concur 1	5	5	7	7	1	1	3	3	0	0	0	0	0	0	0	0
Concur 2	6	6	8	8	2	2	4	4	0	0	0	0	0	0	0	0
Concur 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

ID: 170
Name: SW 27th Ave & SW 20th St (Temp)
Configuration: Standard

Pattern	Cycle Time	Offset Time	Split Number	Seq Number
Pattern 1	140	118	1	1
Pattern 2	150	16	2	1
Pattern 3	160	30	3	1
Pattern 4	110	93	4	1
Pattern 5	160	146	5	1
Pattern 6	0	0	0	1
Pattern 7	0	0	0	1
Pattern 8	0	0	0	1
Pattern 9	0	0	0	1
Pattern 10	0	0	0	1
Pattern 11	0	0	0	1
Pattern 12	0	0	0	1
Pattern 13	0	0	0	1
Pattern 14	0	0	0	1
Pattern 15	0	0	0	1
Pattern 16	0	0	0	1
Pattern 17	0	0	0	1
Pattern 18	0	0	0	1
Pattern 19	0	0	0	1
Pattern 20	0	0	0	1
Pattern 21	0	0	0	1
Pattern 22	0	0	0	1
Pattern 23	0	0	0	1
Pattern 24	0	0	0	1
Pattern 25	0	0	0	1
Pattern 26	0	0	0	1
Pattern 27	0	0	0	1
Pattern 28	0	0	0	1
Pattern 29	0	0	0	1
Pattern 30	0	0	0	1
Pattern 31	0	0	0	1
Pattern 32	0	0	0	1
Pattern 33	0	0	0	1
Pattern 34	0	0	0	1
Pattern 35	0	0	0	1
Pattern 36	0	0	0	1
Pattern 37	0	0	0	1
Pattern 38	0	0	0	1
Pattern 39	0	0	0	1
Pattern 40	0	0	0	1
Pattern 41	0	0	0	1
Pattern 42	0	0	0	1
Pattern 43	0	0	0	1
Pattern 44	0	0	0	1
Pattern 45	0	0	0	1
Pattern 46	0	0	0	1
Pattern 47	0	0	0	1
Pattern 48	0	0	0	1



SW 60TH AVE @ SW 38TH ST

Marion County Office of the County Engineer
Traffic Division
412 SE 25th Avenue
Ocala, FL 34471

\\mcbcc1\dfs\GIS_TR\Linda.Real\MAPS\TRAFFIC\Signals\FieldNotesMap

Printed: 07/16/2013, LMR

Notes

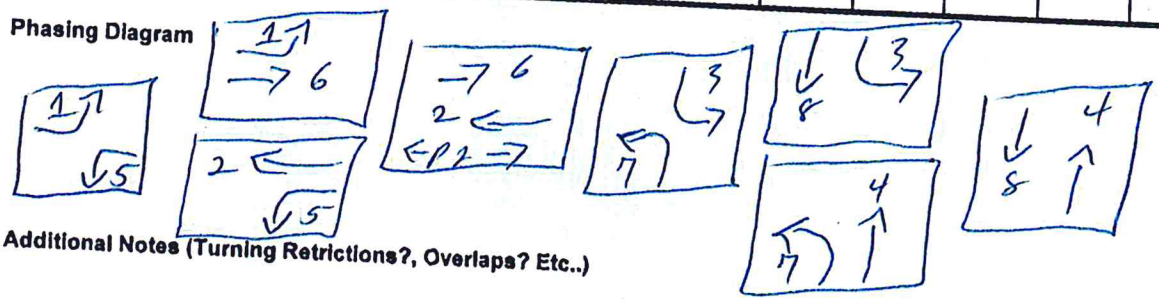
ID	Major St	Minor St	Date	Technician
7	SW 60th Ave	SW 38th ST	8-6-13	Mike Roberson

Basic Timing

PHASE	Φ1	Φ2	Φ3	Φ4	Φ5	Φ6	Φ7	Φ8
MIN GRN	7	25	5	10	7	25	5	10
GAP EXT	3	3	3	3	3	3	3	3
MAX 1	20	50	10	20	20	50	10	20
MAX 2	3.7	4.8	3.7	4.8	3.7	4.8	3.7	4.8
YEL CLR	~~4.3~~	~~4.3~~	~~4.3~~	~~4.3~~	~~4.3~~	~~4.3~~	~~4.3~~	~~4.3~~
RED CLR	21	21	21	12	12	12	12	12
WALK		7						
PED CLR		18						
MIN RECALL		✓						
MAX RECALL						✓		
PED RECALL								
NON-LOCK CALLS	✓		✓	✓	✓		✓	✓
DUAL ENTRY				✓				✓
REST IN WALK								

REVISED 12/30/13 B.R.S.

Phasing Diagram



Additional Notes (Turning Retrictions?, Overlaps? Etc..)

Coordination

Yes (No)

Split	Movement Number								COMMENTS
	1	2	3	4	5	6	7	8	
1									AM Peak
2									MD PeaK
3									PM Peak

Time Patterns for Coordination

Station : 70 - SR 200 & SW 38 CT (Standard File)

Phase [1.1.1]

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Walk		7				7		7								
Ped Clearance		24				25		38								
Min Green	7	20	7	7	7	20	7	7								
Passage	3	3	3	3	3	3	3	3								
Max1	20	55	25	33	20	54	33	25								
Max2	27	84	29	20	33	74	26	20								
Yellow	4.8	4.8	3.7	3.7	4.8	4.8	3.7	3.7								
Red	2.6	2	2.4	3.5	2.6	2	2.1	3.6								
Red Revert																
Added Initial																
Max Initial																
Time Before Reduce																
Cars Before Reduce																
Time To Reduce																
Reduce By																
Min Gap																
Dynamic Max Limit																
Dynamic Max Step																
Auto Exit		ON				ON										
Rest In Walk		ON				ON										

Phase Option [1.1.2]

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Enable	ON	ON	ON	ON	ON	ON	ON	ON								
Auto Entry				ON				ON								
Non Act1																
Non Act2																
Lock Call	ON	ON	ON		ON	ON	ON									
Min Recall		ON				ON										
Max Recall																
Ped Recall																
Soft Recall																
Dual Entry		ON		ON		ON		ON								
Sim Gap Enable																
Guar Passage																
Cond Service																
Add Init Calc																

Alternate Phase Program 1, Calls and Redirection [1.1.6.3]

Entry	Call Phases	From	To	From	To	From	To	From	To	Assigned Ph
1										
2										
3										
4										
5										
6										
7										
8										

Alternate Phase Program 2, Calls and Redirection [1.1.6.3]

Entry	Call Phases	From	To	From	To	From	To	From	To	Assigned Ph
1										
2										
3										
4										
5										
6										
7										
8										

Alternate Phase Program 1, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1										
2										
3										
4										
5										
6										
7										
8										

Alternate Phase Program 2, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1										
2										
3										
4										
5										
6										
7										
8										

Prepared By	Date Implemented	Reviewed By	Traffic Engineer

City of Ocala Timing Sheet 12/29/2016 9:01:28 AM

Station : 70 - SR 200 & SW 38 CT (Standard File)

Unit Parameters [1.2.1]

Start	Auto	Back	Red	Cons	Tone	Feat	Phas	Dian	SDL	TS2	Cycl	Max	Max	Max	Enal	Loca	Start	Disa	Yell	Omit	Free

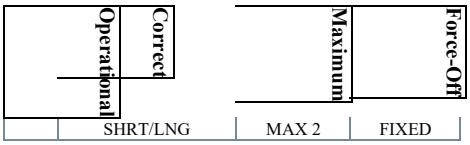
Station : 70 - SR 200 & SW 38 CT (Standard File)

Preemption Times+[3.4]/Overlaps+[3.5]/Options+[3.6]

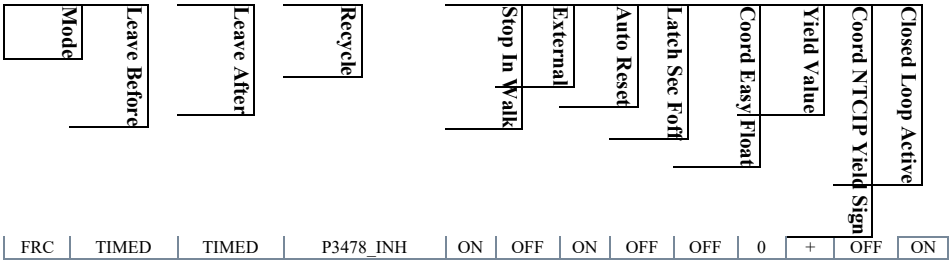
Preempt	1	2	3	4	5	6
Enable						
Type	EMERG	EMERG	EMERG	EMERG	EMERG	EMERG
Skip Track						
Volt Mon Flash						
Coord in Preempt						
Max2						
Return Max/Min	MAX	MAX	MAX	MAX	MAX	MAX
Extend Dwell						
Pattern						
Output Mode	TS2	TS2	TS2	TS2	TS2	TS2
Track Over 1						
Track Over 2						
Track Over 3						
Track Over 4						
Track Over 5						
Track Over 6						
Track Over 7						
Track Over 8						
Track Over 9						
Track Over 10						
Track Over 11						
Track Over 12						
Dwell Over 1						
Dwell Over 2						
Dwell Over 3						
Dwell Over 4						
Dwell Over 5						
Dwell Over 6						
Dwell Over 7						
Dwell Over 8						
Dwell Over 9						
Dwell Over 10						
Dwell Over 11						
Dwell Over 12						
Ped Clear						
Yellow						
Red						
Return Min/Max						
Delay Inh						
Exit Time						
All Red B4						

Coordination, Modes,+ [2.1]

Modes



Modes+



Coordination, Pattern 1-16 [2.1]

Pattern	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Cycle Time	140	150	160	110	160											
Offset Time	53	79	88	12	39											
Split Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Seq Number	9	11	9	10	11	1	1	1	1	1	1	1	1	1	1	1
Offset	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn

Coordination, Pattern 17-32 [2.1]

Pattern	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Cycle Time																
Offset Time																
Split Number	17	18	19	20	21	22	23	24								
Seq Number	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Offset	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn

Station : 70 - SR 200 & SW 38 CT (Standard File)

Coordination, Splits [2.7.1]

Split Table 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	26	53	39	22	15	64	20	41								
Mode	NON	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	27	51	20	52	22	56	32	40								
Mode	MAX	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	28	79	33	20	33	74	20	33								
Mode	NON	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	18	51	23	18	18	51	18	23								
Mode	NON	MXP	NON	NON	MAX	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph						ON										

Split Table 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	27	61	20	52	22	66	32	40								
Mode	MAX	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 9	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 10	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 11	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 12	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Appendix E: Intersection Volume Development Worksheets

INTERSECTION VOLUME DEVELOPMENT
SW 60th Ave @ SW 20th St
PM Peak Hour

Case	SW 60th Ave Northbound			SW 60th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	2	456	205	123	709	0	0	0	1	342	0	217
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	2	461	207	124	716	0	0	0	1	345	0	219
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	3	592	266	159	920	0	0	0	1	443	0	281
Reserved Trips												
Heathbrook (remaining unbuilt)	0	28	9	0	26	0	0	0	0	9	0	0
Trinity Lane/Red Oak PUD	0	70	0	0	66	0	0	0	0	0	0	0
Grand Oaks Town Center remaining	0	0	0	0	0	0	0	0	0	0	0	0
Broadmoor Oaks	0	10	0	0	8	0	0	0	0	0	0	0
Paddock Ridge East	0	0	0	1	0	0	0	0	0	0	0	3
Paddock Ridge West	0	0	0	3	0	0	0	0	0	0	0	7
On Top of the World	0	42	42	0	61	0	0	0	0	61	0	0
Winding Oaks PD	0	66	19	0	57	0	0	0	0	16	0	0
Reserved Trips	0	216	70	4	218	0	0	0	0	86	0	10
2037 Non-Project Traffic	3	808	336	163	1,138	0	0	0	1	529	0	291
Project Assignment	0.0%	0.0%	33.0%	19.0%	0.0%	0.0%	0.0%	0.0%	0.0%	33.0%	0.0%	19.0%
	--	--	IN	IN	--	--	--	--	--	OUT	--	OUT
Project Traffic (Net New Trips)	0	0	95	55	0	0	0	0	0	77	0	44
Total Build-Out Volumes	3	808	431	218	1,138	0	0	0	1	606	0	335

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\[TIA-CG_Calcs_180307.xlsx]RAW TMCs *3/20/2018*

Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 54th Ct @ SW 20th St
PM Peak Hour

Case	SW 54th Ct Northbound			SW 54th Ct Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	0	0	0	14	0	17	22	336	0	2	579	35
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	0	0	0	14	0	17	22	339	0	2	585	35
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	0	0	0	18	0	22	28	436	0	3	752	45
Reserved Trips												
Heathbrook (remaining unbuilt)	0	0	0	0	0	0	0	9	0	0	9	0
Trinity Lane/Red Oak PUD	0	0	0	0	0	0	0	13	0	0	14	0
Grand Oaks Town Center remaining	0	0	0	0	0	0	0	0	0	0	0	0
Broadmoor Oaks	0	0	0	0	0	0	0	0	0	0	0	0
Paddock Ridge East	0	0	0	0	0	0	0	1	0	0	3	0
Paddock Ridge West	0	0	0	0	0	0	0	3	0	0	7	0
On Top of the World	0	0	0	0	0	0	0	70	0	0	102	0
Winding Oaks PD	0	0	0	0	0	0	0	9	0	0	8	0
Reserved Trips	0	0	0	0	0	0	0	105	0	0	143	0
2037 Non-Project Traffic	0	0	0	18	0	22	28	541	0	3	895	45
Project Assignment	45.5%	0.9%	24.5%	0.3%	0.7%	0.0%	0.0%	22.8%	29.8%	46.4%	7.3%	0.0%
	OUT	OUT	OUT	IN	IN	--	--	IN	IN	IN	OUT	--
Project Traffic (Net New Trips)	106	2	57	1	2	0	0	66	86	134	17	0
Pass-By Traffic	23	0	5	0	0	0	0	14	10	31	-24	0
Total Build-Out Volumes	129	2	62	19	2	22	28	621	96	168	888	45

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\[TIA-CG_Calcs_180307.xlsx]RAW TMCs *3/20/2018*

Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 38th Ave @ SW 20th St
AM Peak Hour

Case	SW 38th Ave Northbound			SW 38th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	38	73	159	57	24	18	35	551	32	79	308	130
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	38	74	161	58	24	18	35	557	32	80	311	131
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	49	95	207	75	31	23	45	716	41	103	400	168
Reserved Trips												
Heathbrook (remaining unbuilt)	4	2	6	0	1	0	0	0	3	4	0	0
Trinity Lane/Red Oak PUD	5	21	5	0	21	0	0	0	5	5	0	0
Grand Oaks Town Center remaining	1	1	1	0	1	0	0	0	1	1	0	0
Broadmoor Oaks	2	9	35	0	11	0	0	0	2	42	0	0
Paddock Ridge East	1	0	0	0	0	0	0	0	2	0	0	0
Paddock Ridge West	1	0	0	0	0	0	0	0	5	0	0	0
On Top of the World	0	0	0	0	0	9	18	36	0	0	19	0
Winding Oaks PD	0	2	0	0	3	0	0	0	0	0	0	0
Reserved Trips	14	35	47	0	37	9	18	36	18	52	19	0
2037 Non-Project Traffic	63	130	254	75	68	32	63	752	59	155	419	168
Project Assignment	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	6.0%	29.0%	0.0%	0.0%	29.0%	0.0%
	--	--	--	--	--	IN	OUT	OUT	--	--	IN	--
Project Traffic (Net New Trips)	0	0	0	0	0	9	16	76	0	0	44	0
Total Build-Out Volumes	63	130	254	75	68	41	79	828	59	155	463	168

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 43rd Ct @ SW 20th St
PM Peak Hour

Case	SW 43rd Ct Northbound			SW 44th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	0	0	0	65	0	115	32	445	0	3	604	21
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	0	0	0	66	0	116	32	449	0	3	610	21
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	0	0	0	85	0	149	41	577	0	4	784	27
Reserved Trips												
Heathbrook (remaining unbuilt)	0	0	0	0	0	0	0	9	0	0	9	0
Trinity Lane/Red Oak PUD	0	0	0	0	0	0	0	13	0	0	14	0
Grand Oaks Town Center remaining	0	0	0	0	0	0	0	0	0	0	0	0
Broadmoor Oaks	0	0	0	0	0	0	0	0	0	0	0	0
Paddock Ridge East	0	0	0	0	0	0	0	1	0	0	3	0
Paddock Ridge West	0	0	0	0	0	0	0	3	0	0	7	0
On Top of the World	0	0	0	0	0	0	0	56	0	0	82	0
Winding Oaks PD	0	0	0	0	0	8	9	0	0	0	0	0
Reserved Trips	0	0	0	0	0	8	9	82	0	0	115	0
2037 Non-Project Traffic	0	0	0	85	0	157	50	659	0	4	899	27
Project Assignment	0.0%	0.0%	0.0%	0.0%	0.0%	8.0%	8.0%	36.0%	0.0%	0.0%	36.0%	0.0%
	--	--	--	--	--	IN	OUT	OUT	--	--	IN	--
Project Traffic (Net New Trips)	0	0	0	0	0	23	19	84	0	0	104	0
Total Build-Out Volumes	0	0	0	85	0	180	69	743	0	4	1,003	27

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 38th Ave @ SW 20th St
AM Peak Hour

Case	SW 38th Ave Northbound			SW 38th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	38	73	159	57	24	18	35	551	32	79	308	130
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	38	74	161	58	24	18	35	557	32	80	311	131
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	49	95	207	75	31	23	45	716	41	103	400	168
Reserved Trips												
Heathbrook (remaining unbuilt)	4	2	6	0	1	0	0	0	3	4	0	0
Trinity Lane/Red Oak PUD	5	21	5	0	21	0	0	0	5	5	0	0
Grand Oaks Town Center remaining	1	1	1	0	1	0	0	0	1	1	0	0
Broadmoor Oaks	2	9	35	0	11	0	0	0	2	42	0	0
Paddock Ridge East	1	0	0	0	0	0	0	0	2	0	0	0
Paddock Ridge West	1	0	0	0	0	0	0	0	5	0	0	0
On Top of the World	0	0	0	0	0	9	18	36	0	0	19	0
Winding Oaks PD	0	2	0	0	3	0	0	0	0	0	0	0
Reserved Trips	14	35	47	0	37	9	18	36	18	52	19	0
2037 Non-Project Traffic	63	130	254	75	68	32	63	752	59	155	419	168
Project Assignment	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	6.0%	29.0%	0.0%	0.0%	29.0%	0.0%
	--	--	--	--	--	IN	OUT	OUT	--	--	IN	--
Project Traffic (Net New Trips)	0	0	0	0	0	9	16	76	0	0	44	0
Total Build-Out Volumes	63	130	254	75	68	41	79	828	59	155	463	168

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 38th Ave @ SW 20th St
PM Peak Hour

Case	SW 38th Ave Northbound			SW 38th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	44	51	136	185	114	44	10	368	45	151	569	58
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	44	52	137	187	115	44	10	372	45	153	575	59
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	57	67	176	240	148	57	13	478	58	197	739	76
Reserved Trips												
Heathbrook (remaining unbuilt)	1	1	14	0	2	0	0	0	2	13	0	0
Trinity Lane/Red Oak PUD	7	28	7	0	26	0	0	0	7	7	0	0
Grand Oaks Town Center remaining	1	1	1	0	1	0	0	0	1	1	0	0
Broadmoor Oaks	5	13	46	0	10	0	0	0	4	37	0	0
Paddock Ridge East	3	0	0	0	0	0	0	0	1	0	0	0
Paddock Ridge West	7	0	0	0	0	0	0	0	3	0	0	0
On Top of the World	0	0	0	0	0	20	14	28	0	0	41	0
Winding Oaks PD	0	9	0	0	8	0	0	0	0	0	0	0
Reserved Trips	24	52	68	0	47	20	14	28	18	58	41	0
2037 Non-Project Traffic	81	119	244	240	195	77	27	506	76	255	780	76
Project Assignment	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	6.0%	29.0%	0.0%	0.0%	29.0%	0.0%
	--	--	--	--	--	IN	OUT	OUT	--	--	IN	--
Project Traffic (Net New Trips)	0	0	0	0	0	17	14	68	0	0	84	0
Total Build-Out Volumes	81	119	244	240	195	94	41	574	76	255	864	76

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
College of Central FL @ SW 20th St
PM Peak Hour

Case	College of Central FL Northbound			SW 31st Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	44	48	92	59	72	78	29	468	49	84	452	60
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	44	48	93	60	73	79	29	473	49	85	457	61
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	57	62	120	77	94	102	37	608	63	109	587	78
Reserved Trips												
Heathbrook (remaining unbuilt)	0	0	0	0	0	0	0	17	0	0	14	0
Trinity Lane/Red Oak PUD	0	0	0	0	0	0	0	7	0	0	7	0
Grand Oaks Town Center remaining	0	0	0	0	0	0	0	1	0	0	1	0
Broadmoor Oaks	0	0	0	0	0	0	0	46	0	0	37	0
Paddock Ridge East	0	0	0	0	0	0	0	0	0	0	0	0
Paddock Ridge West	0	0	0	0	0	0	0	0	0	0	0	0
On Top of the World	0	0	0	0	0	0	0	14	0	0	20	0
Winding Oaks PD	0	0	0	0	0	0	0	0	0	0	0	0
Reserved Trips	0	0	0	0	0	0	0	85	0	0	79	0
2037 Non-Project Traffic	57	62	120	77	94	102	37	693	63	109	666	78
Project Assignment	1.0%	0.0%	0.0%	0.0%	0.0%	1.0%	1.0%	19.0%	1.0%	0.0%	19.0%	0.0%
	IN	--	--	--	--	IN	OUT	OUT	OUT	--	IN	--
Project Traffic (Net New Trips)	3	0	0	0	0	3	2	44	2	0	55	0
Total Build-Out Volumes	60	62	120	77	94	105	39	737	65	109	721	78

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0.120044 0.085903

Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 27th Ave @ SW 20th St
PM Peak Hour

Case	SW 27th Ave Northbound			SW 27th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	186	511	17	50	580	214	214	263	216	13	210	59
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	188	516	17	51	586	216	216	266	218	13	212	60
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	242	663	22	66	753	278	278	342	280	17	272	77
Reserved Trips												
Heathbrook (remaining unbuilt)	14	43	0	0	61	0	0	0	20	0	0	0
Trinity Lane/Red Oak PUD	14	56	0	0	53	0	0	0	13	0	0	0
Grand Oaks Town Center remaining	2	8	0	0	9	0	0	0	2	0	0	0
Broadmoor Oaks	5	17	0	0	9	0	0	0	2	0	0	0
Paddock Ridge East	0	3	0	0	1	0	0	0	0	0	0	0
Paddock Ridge West	1	7	0	0	3	0	0	0	0	0	0	0
On Top of the World	0	0	0	0	0	0	0	7	0	0	10	0
Winding Oaks PD	0	9	0	0	8	0	0	0	0	0	0	0
Reserved Trips	36	143	0	0	144	0	0	7	37	0	10	0
2037 Non-Project Traffic	278	806	22	66	897	278	278	349	317	17	282	77
Project Assignment	4.0%	0.0%	0.0%	0.0%	0.0%	7.0%	7.0%	8.0%	4.0%	0.0%	8.0%	0.0%
	IN	--	--	--	--	IN	OUT	OUT	OUT	--	IN	--
Project Traffic (Net New Trips)	12	0	0	0	0	20	16	19	9	0	23	0
Total Build-Out Volumes	290	806	22	66	897	298	294	368	326	17	305	77

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\[TIA-CG_Calcs_180307.xlsx]Int. 2 *3/20/2018*

Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 60th Ave @ SW 38th St
PM Peak Hour

Case	SW 60th Ave Northbound			SW 60th Ave Southbound			SW 38th St Eastbound			SW 38th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	84	469	40	102	683	144	135	200	129	49	161	108
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	85	474	40	103	690	145	136	202	130	49	163	109
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	109	609	51	132	887	186	175	260	167	63	209	140
Reserved Trips												
Heathbrook (remaining unbuilt)	0	37	9	0	34	0	0	0	0	9	0	0
Trinity Lane/Red Oak PUD	28	42	0	13	40	0	0	0	26	0	0	14
Grand Oaks Town Center remaining	0	0	4	0	0	0	0	4	0	3	3	0
Broadmoor Oaks	0	5	0	5	4	0	0	10	0	0	13	5
Paddock Ridge East	0	0	1	0	0	0	0	1	0	3	3	0
Paddock Ridge West	0	0	3	0	0	0	0	3	0	7	7	0
On Top of the World	0	0	0	0	0	123	83	56	0	0	82	0
Winding Oaks PD	28	85	0	0	74	0	0	0	25	0	0	0
Reserved Trips	56	169	17	18	152	123	83	74	51	22	108	19
2037 Non-Project Traffic	165	778	68	150	1,039	309	258	334	218	85	317	159
Project Assignment	0.0%	19.0%	0.0%	12.0%	19.0%	2.0%	2.0%	0.0%	0.0%	0.0%	0.0%	12.0%
	--	IN	--	OUT	OUT	OUT	IN	--	--	--	--	IN
Project Traffic (Net New Trips)	0	55	0	28	44	5	6	0	0	0	0	35
Total Build-Out Volumes	165	833	68	178	1,083	314	264	334	218	85	317	194

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 43rd Ct @ SW 40th St
PM Peak Hour

Case	SW 43rd Ct Northbound			SW 44th Ave Southbound			SW 40th St Eastbound			SW 40th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	36	14	18	52	17	31	30	267	16	15	332	58
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	36	14	18	53	17	31	30	270	16	15	335	59
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	46	18	23	68	22	40	39	347	21	19	430	76
Reserved Trips												
Heathbrook (remaining unbuilt)	0	0	0	0	0	0	0	19	0	0	13	0
Trinity Lane/Red Oak PUD	0	0	0	0	0	0	0	13	0	0	14	0
Grand Oaks Town Center remaining	0	0	0	7	0	0	0	8	0	0	6	6
Broadmoor Oaks	0	0	0	0	0	0	0	19	0	0	23	0
Paddock Ridge East	0	0	0	0	0	0	0	0	0	0	1	0
Paddock Ridge West	0	0	0	0	0	0	0	1	0	0	2	1
On Top of the World	0	0	0	0	0	0	0	28	0	0	41	0
Winding Oaks PD	0	0	0	8	0	0	0	0	0	0	0	9
Reserved Trips	0	0	0	15	0	0	0	88	0	0	100	16
2037 Non-Project Traffic	46	18	23	83	22	40	39	435	21	19	530	92
Project Assignment	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	11.0%	0.0%	0.0%	11.0%	0.0%
	--	--	--	--	--	--	--	OUT	--	--	IN	--
Project Traffic (Net New Trips)	0	0	0	0	0	0	0	26	0	0	32	0
Total Build-Out Volumes	46	18	23	83	22	40	39	461	21	19	562	92

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 38th Ct @ SR 200
PM Peak Hour

Case	SW 38th Ct Northbound			SW 38th Ct Southbound			SR 200 Eastbound			SR 200 Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	55	34	112	359	60	187	194	1,257	72	147	1,564	365
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	56	34	113	363	61	189	196	1,270	73	148	1,580	369
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	72	44	145	466	78	243	252	1,632	94	190	2,030	474
Reserved Trips												
Heathbrook (remaining unbuilt)	0	0	0	0	0	15	10	200	0	0	185	0
Trinity Lane/Red Oak PUD	0	0	0	0	0	53	56	32	0	0	31	0
Grand Oaks Town Center remaining	0	0	0	0	0	20	22	32	0	0	31	0
Broadmoor Oaks	0	0	0	59	0	19	40	0	0	19	29	32
Paddock Ridge East	0	0	0	0	0	1	2	7	0	0	3	0
Paddock Ridge West	0	0	0	0	0	2	4	18	0	0	7	0
On Top of the World	0	0	0	0	0	0	0	75	0	0	110	0
Winding Oaks PD	0	0	0	0	0	8	9	142	0	0	123	0
Reserved Trips	0	0	0	59	0	118	143	506	0	19	519	32
2037 Non-Project Traffic	72	44	145	525	78	361	395	2,138	94	209	2,549	506
Project Assignment	0.0%	0.0%	0.0%	5.0%	0.0%	6.0%	6.0%	0.0%	0.0%	0.0%	0.0%	5.0%
	--	--	--	OUT	--	OUT	IN	--	--	--	--	IN
Project Traffic (Net New Trips)	0	0	0	12	0	14	17	0	0	0	0	14
Total Build-Out Volumes	72	44	145	537	78	375	412	2,138	94	209	2,549	520

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

Appendix F: Synchro Output

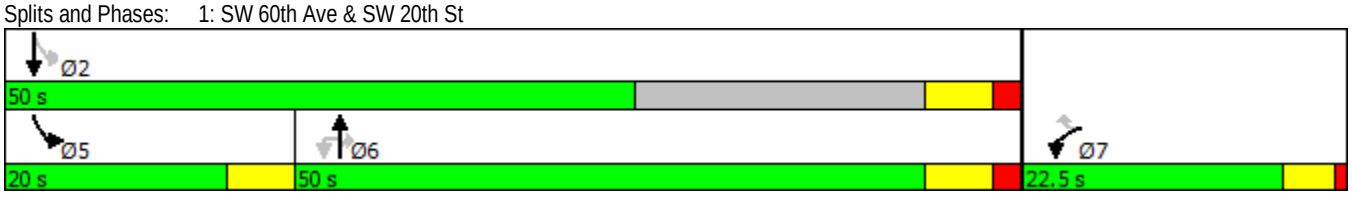
PM Peak Hour Existing Traffic Conditions

Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	345	219	2	461	207	124	716
Future Volume (vph)	345	219	2	461	207	124	716
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	3%	3%	3%	2%	2%
Adj. Flow (vph)	388	246	2	518	233	139	804
Shared Lane Traffic (%)							
Lane Group Flow (vph)	388	246	2	518	233	139	804
Turn Type	Prot	Perm	Perm	NA	Perm	pm+pt	NA
Protected Phases	7			6		5	2
Permitted Phases		7	6		6	2	
Detector Phase	7	7	6	6	6	5	2
Switch Phase							
Minimum Initial (s)	5.0	5.0	15.0	15.0	15.0	10.0	15.0
Minimum Split (s)	22.5	22.5	21.7	21.7	21.7	14.7	21.7
Total Split (s)	22.5	22.5	50.0	50.0	50.0	20.0	50.0
Total Split (%)	24.3%	24.3%	54.1%	54.1%	54.1%	21.6%	54.1%
Yellow Time (s)	3.5	3.5	4.7	4.7	4.7	4.7	4.7
All-Red Time (s)	1.0	1.0	2.0	2.0	2.0	0.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	6.7	6.7	6.7	4.7	6.7
Lead/Lag			Lag	Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	Yes	
Recall Mode	None	None	Min	Min	Min	None	Min
v/c Ratio	0.69	0.37	0.01	0.51	0.38	0.26	0.47
Control Delay	28.5	4.9	16.0	20.2	4.9	7.8	10.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	28.5	4.9	16.0	20.2	4.9	7.8	10.4
Queue Length 50th (ft)	122	0	1	84	0	22	88
Queue Length 95th (ft)	#278	46	5	128	42	43	121
Internal Link Dist (ft)	2558			6545			3224
Turn Bay Length (ft)			185		295	190	
Base Capacity (vph)	559	668	488	2665	1248	637	3502
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.69	0.37	0.00	0.19	0.19	0.22	0.23

Intersection Summary

Cycle Length: 92.5
Actuated Cycle Length: 58
Natural Cycle: 60
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: SW 60th Ave & SW 20th St



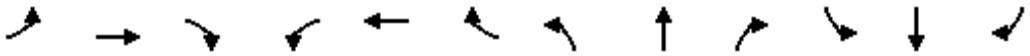
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (veh/h)	345	219	2	461	207	124	716
Future Volume (veh/h)	345	219	2	461	207	124	716
Number	7	14		6	16	5	2
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00			1.00	1.00	
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863		1845	1845	1863	1863
Adj Flow Rate, veh/h	388	101		518	163	139	804
Adj No. of Lanes	1	1		2	1	1	2
Peak Hour Factor	0.89	0.89		0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2		3	3	2	2
Cap, veh/h	447	399		1170	523	551	1989
Arrive On Green	0.25	0.25		0.33	0.33	0.15	0.56
Sat Flow, veh/h	1774	1583		3597	1568	1774	3632
Grp Volume(v), veh/h	388	101		518	163	139	804
Grp Sat Flow(s),veh/h/ln	1774	1583		1752	1568	1774	1770
Q Serve(g_s), s	12.6	3.1		7.0	4.7	2.5	7.7
Cycle Q Clear(g_c), s	12.6	3.1		7.0	4.7	2.5	7.7
Prop In Lane	1.00	1.00			1.00	1.00	
Lane Grp Cap(c), veh/h	447	399		1170	523	551	1989
V/C Ratio(X)	0.87	0.25		0.44	0.31	0.25	0.40
Avail Cap(c_a), veh/h	531	474		2522	1128	736	2547
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	21.5	18.0		15.7	14.9	8.4	7.5
Incr Delay (d2), s/veh	12.6	0.3		0.3	0.3	0.2	0.1
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.7	1.4		3.4	2.0	1.2	3.7
LnGrp Delay(d),s/veh	34.2	18.3		15.9	15.2	8.7	7.6
LnGrp LOS	C	B		B	B	A	A
Approach Vol, veh/h	489			681			943
Approach Delay, s/veh	30.9			15.8			7.8
Approach LOS	C			B			A

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		
Phs Duration (G+Y+Rc), s		40.5		19.7	13.7	26.8		
Change Period (Y+Rc), s		6.7		4.5	4.7	6.7		
Max Green Setting (Gmax), s		43.3		18.0	15.3	43.3		
Max Q Clear Time (g_c+I1), s		9.7		14.6	4.5	9.0		
Green Ext Time (p_c), s		11.1		0.6	0.2	11.1		

Intersection Summary	
HCM 2010 Ctrl Delay	15.7
HCM 2010 LOS	B

Notes

User approved ignoring U-Turning movement.



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	22	339	0	2	585	35	0	0	0	14	0	17
Future Volume (vph)	22	339	0	2	585	35	0	0	0	14	0	17
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Heavy Vehicles (%)	1%	1%	1%	2%	2%	2%	0%	0%	0%	3%	3%	3%
Adj. Flow (vph)	26	404	0	2	696	42	0	0	0	17	0	20
Shared Lane Traffic (%)												
Lane Group Flow (vph)	26	404	0	0	740	0	0	0	0	0	37	0
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

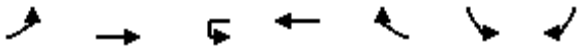
Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	22	339	0	2	585	35	0	0	0	14	0	17
Future Vol, veh/h	22	339	0	2	585	35	0	0	0	14	0	17
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	225	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	84	84	84	84	84	84	84	84	84
Heavy Vehicles, %	1	1	1	2	2	2	0	0	0	3	3	3
Mvmt Flow	26	404	0	2	696	42	0	0	0	17	0	20

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	738	0	0	404	0	0	809	1199	202	976	1178	369
Stage 1	-	-	-	-	-	-	456	456	-	722	722	-
Stage 2	-	-	-	-	-	-	353	743	-	254	456	-
Critical Hdwy	4.12	-	-	4.14	-	-	7.5	6.5	6.9	7.56	6.56	6.96
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.56	5.56	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.56	5.56	-
Follow-up Hdwy	2.21	-	-	2.22	-	-	3.5	4	3.3	3.53	4.03	3.33
Pot Cap-1 Maneuver	871	-	-	1151	-	-	275	187	811	204	188	625
Stage 1	-	-	-	-	-	-	559	572	-	382	427	-
Stage 2	-	-	-	-	-	-	642	425	-	725	564	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	871	-	-	1151	-	-	259	181	811	199	182	625
Mov Cap-2 Maneuver	-	-	-	-	-	-	259	181	-	199	182	-
Stage 1	-	-	-	-	-	-	542	555	-	371	426	-
Stage 2	-	-	-	-	-	-	619	424	-	703	547	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.6	0	0	17.8
HCM LOS			A	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	871	-	-	1151	-	-	318
HCM Lane V/C Ratio	-	0.03	-	-	0.002	-	-	0.116
HCM Control Delay (s)	0	9.3	-	-	8.1	-	-	17.8
HCM Lane LOS	A	A	-	-	A	-	-	C
HCM 95th %tile Q(veh)	-	0.1	-	-	0	-	-	0.4



Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	32	449	0	610	21	66	116
Future Volume (vph)	32	449	0	610	21	66	116
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	1%	1%	1%	1%	1%	2%	2%
Adj. Flow (vph)	35	493	0	670	23	73	127
Shared Lane Traffic (%)							
Lane Group Flow (vph)	35	493	0	693	0	73	127
Sign Control		Free		Free		Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	2.7

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	32	449	0	610	21	66	116
Future Vol, veh/h	32	449	0	610	21	66	116
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	250	-	250	-	-	0	0
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91
Heavy Vehicles, %	1	1	1	1	1	2	2
Mvmt Flow	35	493	0	670	23	73	127

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	693	0	360	-	0	999	347
Stage 1	-	-	-	-	-	682	-
Stage 2	-	-	-	-	-	317	-
Critical Hdwy	4.12	-	6.42	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.21	-	2.51	-	-	3.52	3.32
Pot Cap-1 Maneuver	905	-	853	-	-	240	649
Stage 1	-	-	-	-	-	464	-
Stage 2	-	-	-	-	-	711	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	905	-	853	-	-	231	649
Mov Cap-2 Maneuver	-	-	-	-	-	231	-
Stage 1	-	-	-	-	-	464	-
Stage 2	-	-	-	-	-	684	-

Approach	EB	WB	SB
HCM Control Delay, s	0.6	0	17.6
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	905	-	853	-	-	231	649
HCM Lane V/C Ratio	0.039	-	-	-	-	0.314	0.196
HCM Control Delay (s)	9.1	-	0	-	-	27.6	11.9
HCM Lane LOS	A	-	A	-	-	D	B
HCM 95th %tile Q(veh)	0.1	-	0	-	-	1.3	0.7

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	10	372	45	153	575	59	44	52	137	187	115	44
Future Volume (vph)	10	372	45	153	575	59	44	52	137	187	115	44
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	12	438	53	180	676	69	52	61	161	220	135	52
Shared Lane Traffic (%)												
Lane Group Flow (vph)	12	438	53	180	745	0	52	222	0	220	135	52
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	10.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	16.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	20.0	65.0	65.0	20.0	65.0		20.0	25.0		20.0	25.0	25.0
Total Split (%)	15.4%	50.0%	50.0%	15.4%	50.0%		15.4%	19.2%		15.4%	19.2%	19.2%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.04	0.69	0.08	0.43	0.84		0.16	0.71		0.66	0.32	0.11
Control Delay	11.6	33.7	0.3	15.6	34.9		29.2	41.0		39.7	41.4	0.5
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	11.6	33.7	0.3	15.6	34.9		29.2	41.0		39.7	41.4	0.5
Queue Length 50th (ft)	3	239	0	58	356		19	75		91	67	0
Queue Length 95th (ft)	12	334	0	93	649		59	181		#221	154	0
Internal Link Dist (ft)		2796			3003			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	338	1151	1030	443	1137		430	389		350	431	469
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.04	0.38	0.05	0.41	0.66		0.12	0.57		0.63	0.31	0.11

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 100.4
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	10	372	45	153	575	59	44	52	137	187	115	44
Future Volume (veh/h)	10	372	45	153	575	59	44	52	137	187	115	44
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1900	1845	1845	1900	1863	1863	1863
Adj Flow Rate, veh/h	12	438	21	180	676	65	52	61	105	220	135	20
Adj No. of Lanes	1	1	1	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	1	1	1	1	1	1	3	3	3	2	2	2
Cap, veh/h	199	727	618	447	779	75	294	75	130	328	391	332
Arrive On Green	0.03	0.39	0.39	0.10	0.46	0.46	0.04	0.12	0.12	0.12	0.21	0.21
Sat Flow, veh/h	1792	1881	1599	1792	1690	163	1757	610	1050	1774	1863	1583
Grp Volume(v), veh/h	12	438	21	180	0	741	52	0	166	220	135	20
Grp Sat Flow(s),veh/h/ln	1792	1881	1599	1792	0	1853	1757	0	1659	1774	1863	1583
Q Serve(g_s), s	0.4	17.9	0.8	5.3	0.0	34.6	2.5	0.0	9.4	10.0	5.9	1.0
Cycle Q Clear(g_c), s	0.4	17.9	0.8	5.3	0.0	34.6	2.5	0.0	9.4	10.0	5.9	1.0
Prop In Lane	1.00		1.00	1.00		0.09	1.00		0.63	1.00		1.00
Lane Grp Cap(c), veh/h	199	727	618	447	0	854	294	0	205	328	391	332
V/C Ratio(X)	0.06	0.60	0.03	0.40	0.00	0.87	0.18	0.00	0.81	0.67	0.35	0.06
Avail Cap(c_a), veh/h	403	1147	975	518	0	1129	475	0	322	359	391	332
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.6	23.6	18.4	15.4	0.0	23.3	34.8	0.0	41.1	30.2	32.4	30.5
Incr Delay (d2), s/veh	0.1	0.8	0.0	0.6	0.0	5.8	0.3	0.0	8.1	4.2	0.5	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	9.4	0.3	2.6	0.0	18.9	1.2	0.0	4.8	5.2	3.1	0.4
LnGrp Delay(d),s/veh	20.7	24.4	18.4	16.0	0.0	29.1	35.1	0.0	49.2	34.4	32.9	30.5
LnGrp LOS	C	C	B	B		C	D		D	C	C	C
Approach Vol, veh/h		471			921			218			375	
Approach Delay, s/veh		24.1			26.5			45.8			33.7	
Approach LOS		C			C			D			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	9.0	50.7	18.3	18.2	16.2	43.5	10.1	26.5
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	13.7	58.7	13.7	18.7	13.7	58.7	13.7	18.7
Max Q Clear Time (g_c+I1), s	2.4	36.6	12.0	11.4	7.3	19.9	4.5	7.9
Green Ext Time (p_c), s	0.0	7.8	0.1	0.5	0.2	9.1	0.1	1.3

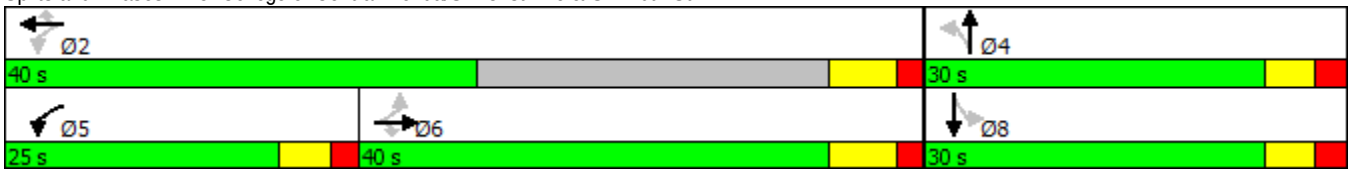
Intersection Summary	
HCM 2010 Ctrl Delay	29.4
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	29	473	49	85	457	61	44	48	93	60	73	79
Future Volume (vph)	29	473	49	85	457	61	44	48	93	60	73	79
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	34	550	57	99	531	71	51	56	108	70	85	92
Shared Lane Traffic (%)												
Lane Group Flow (vph)	34	550	57	99	531	71	51	164	0	70	177	0
Turn Type	Perm	NA	Perm	pm+pt	NA	Perm	Perm	NA		Perm	NA	
Protected Phases		6		5	2			4			8	
Permitted Phases	6		6	2		2	4			8		
Detector Phase	6	6	6	5	2	2	4	4		8	8	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	5.0	15.0	15.0	8.0	8.0		8.0	8.0	
Minimum Split (s)	28.7	28.7	28.7	10.6	28.7	28.7	27.0	27.0		27.0	27.0	
Total Split (s)	40.0	40.0	40.0	25.0	40.0	40.0	30.0	30.0		30.0	30.0	
Total Split (%)	42.1%	42.1%	42.1%	26.3%	42.1%	42.1%	31.6%	31.6%		31.6%	31.6%	
Yellow Time (s)	4.7	4.7	4.7	3.6	4.7	4.7	3.6	3.6		3.6	3.6	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.4	2.4		2.4	2.4	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.7	6.7	6.7	5.6	6.7	6.7	6.0	6.0		6.0	6.0	
Lead/Lag	Lag	Lag	Lag	Lead								
Lead-Lag Optimize?	Yes	Yes	Yes	Yes								
Recall Mode	Min	Min	Min	None	Min	Min	None	None		None	None	
v/c Ratio	0.10	0.72	0.08	0.22	0.48	0.07	0.23	0.42		0.31	0.49	
Control Delay	13.5	22.4	1.3	5.7	8.3	1.7	27.7	15.8		29.3	23.5	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	13.5	22.4	1.3	5.7	8.3	1.7	27.7	15.8		29.3	23.5	
Queue Length 50th (ft)	8	168	0	12	88	0	17	21		23	41	
Queue Length 95th (ft)	25	299	6	29	164	12	49	72		62	103	
Internal Link Dist (ft)		3003			1127			192			432	
Turn Bay Length (ft)	150		150	350		200	200			150		
Base Capacity (vph)	528	1130	1000	745	1702	1454	526	789		526	774	
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Reduced v/c Ratio	0.06	0.49	0.06	0.13	0.31	0.05	0.10	0.21		0.13	0.23	

Intersection Summary

Cycle Length: 95
Actuated Cycle Length: 59.7
Natural Cycle: 70
Control Type: Actuated-Uncoordinated

Splits and Phases: 5: College of Central Florida/SW 31st Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	29	473	49	85	457	61	44	48	93	60	73	79
Future Volume (veh/h)	29	473	49	85	457	61	44	48	93	60	73	79
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1881	1881	1881	1900	1863	1863	1900
Adj Flow Rate, veh/h	34	550	38	99	531	57	51	56	81	70	85	69
Adj No. of Lanes	1	1	1	1	1	1	1	1	0	1	1	0
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	1	1	1	1	1	1	1	1	1	2	2	2
Cap, veh/h	467	759	645	389	1084	921	272	134	194	284	184	149
Arrive On Green	0.40	0.40	0.40	0.07	0.58	0.58	0.19	0.19	0.19	0.19	0.19	0.19
Sat Flow, veh/h	833	1881	1599	1792	1881	1599	1240	696	1007	1247	953	773
Grp Volume(v), veh/h	34	550	38	99	531	57	51	0	137	70	0	154
Grp Sat Flow(s),veh/h/ln	833	1881	1599	1792	1881	1599	1240	0	1703	1247	0	1726
Q Serve(g_s), s	1.4	13.6	0.8	1.6	9.2	0.9	2.1	0.0	3.9	2.9	0.0	4.3
Cycle Q Clear(g_c), s	1.4	13.6	0.8	1.6	9.2	0.9	6.4	0.0	3.9	6.8	0.0	4.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.59	1.00		0.45
Lane Grp Cap(c), veh/h	467	759	645	389	1084	921	272	0	329	284	0	333
V/C Ratio(X)	0.07	0.72	0.06	0.25	0.49	0.06	0.19	0.00	0.42	0.25	0.00	0.46
Avail Cap(c_a), veh/h	635	1138	968	893	1138	968	574	0	743	587	0	753
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	10.2	13.8	10.0	9.5	6.9	5.1	22.5	0.0	19.5	22.4	0.0	19.7
Incr Delay (d2), s/veh	0.1	1.3	0.0	0.3	0.3	0.0	0.3	0.0	0.8	0.4	0.0	1.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	7.3	0.4	0.8	4.8	0.4	0.7	0.0	1.9	1.0	0.0	2.1
LnGrp Delay(d),s/veh	10.3	15.2	10.1	9.8	7.2	5.2	22.8	0.0	20.3	22.9	0.0	20.7
LnGrp LOS	B	B	B	A	A	A	C		C	C		C
Approach Vol, veh/h		622			687			188			224	
Approach Delay, s/veh		14.6			7.4			21.0			21.4	
Approach LOS		B			A			C			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		8
Phs Duration (G+Y+Rc), s		38.4		16.6	9.5	28.9		16.6
Change Period (Y+Rc), s		6.7		6.0	5.6	6.7		6.0
Max Green Setting (Gmax), s		33.3		24.0	19.4	33.3		24.0
Max Q Clear Time (g_c+I1), s		11.2		8.4	3.6	15.6		8.8
Green Ext Time (p_c), s		7.3		1.9	0.2	6.6		1.9

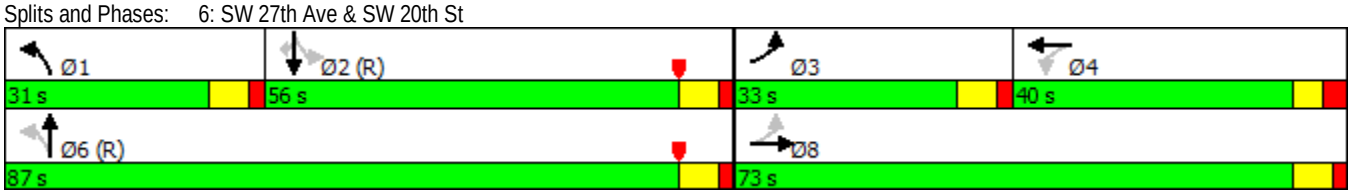
Intersection Summary	
HCM 2010 Ctrl Delay	13.3
HCM 2010 LOS	B

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	216	266	218	13	212	60	188	516	17	51	586	216
Future Volume (vph)	216	266	218	13	212	60	188	516	17	51	586	216
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	230	283	232	14	226	64	200	549	18	54	623	230
Shared Lane Traffic (%)												
Lane Group Flow (vph)	230	515	0	14	290	0	200	567	0	54	623	230
Turn Type	pm+pt	NA		Perm	NA		pm+pt	NA		Perm	NA	Perm
Protected Phases	3	8			4		1	6			2	
Permitted Phases	8			4			6			2		2
Detector Phase	3	8		4	4		1	6		2	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	20.0		20.0	20.0	20.0
Minimum Split (s)	13.7	20.0		20.0	20.0		13.7	26.7		26.7	26.7	26.7
Total Split (s)	33.0	73.0		40.0	40.0		31.0	87.0		56.0	56.0	56.0
Total Split (%)	20.6%	45.6%		25.0%	25.0%		19.4%	54.4%		35.0%	35.0%	35.0%
Yellow Time (s)	4.7	4.7		3.6	3.6		4.7	4.7		4.7	4.7	4.7
All-Red Time (s)	2.0	2.0		3.1	3.1		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.7	6.7		6.7	6.7		6.7	6.7		6.7	6.7	6.7
Lead/Lag	Lead			Lag	Lag		Lead			Lag	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes		Yes			Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max		C-Max	C-Max	C-Max
v/c Ratio	0.76	0.81		0.12	0.86		0.47	0.29		0.15	0.41	0.28
Control Delay	53.7	53.8		54.9	85.1		22.5	19.6		34.3	34.7	5.0
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	53.7	53.8		54.9	85.1		22.5	19.6		34.3	34.7	5.0
Queue Length 50th (ft)	177	457		12	288		102	159		35	237	0
Queue Length 95th (ft)	231	557		35	393		170	225		80	343	62
Internal Link Dist (ft)		941			462			544			1105	
Turn Bay Length (ft)	350			200			300			350		400
Base Capacity (vph)	353	744		140	389		502	1987		354	1535	818
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	0.65	0.69		0.10	0.75		0.40	0.29		0.15	0.41	0.28

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 30 (19%), Referenced to phase 2:SBTL and 6:NBTL, Start of Yellow
Natural Cycle: 75
Control Type: Actuated-Coordinated

Splits and Phases: 6: SW 27th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	216	266	218	13	212	60	188	516	17	51	586	216
Future Volume (veh/h)	216	266	218	13	212	60	188	516	17	51	586	216
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1900	1900	1900	1863	1863	1900	1881	1881	1881
Adj Flow Rate, veh/h	230	283	211	14	226	54	200	549	17	54	623	124
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	1	1	1	0	0	0	2	2	2	1	1	1
Cap, veh/h	288	337	251	114	264	63	424	2032	63	441	1664	745
Arrive On Green	0.12	0.34	0.34	0.18	0.18	0.18	0.07	0.58	0.58	0.47	0.47	0.47
Sat Flow, veh/h	1792	1002	747	917	1483	354	1774	3505	108	850	3574	1599
Grp Volume(v), veh/h	230	0	494	14	0	280	200	277	289	54	623	124
Grp Sat Flow(s),veh/h/ln	1792	0	1749	917	0	1837	1774	1770	1844	850	1787	1599
Q Serve(g_s), s	16.3	0.0	41.8	2.3	0.0	23.7	9.1	12.5	12.5	5.8	18.0	7.2
Cycle Q Clear(g_c), s	16.3	0.0	41.8	18.7	0.0	23.7	9.1	12.5	12.5	5.8	18.0	7.2
Prop In Lane	1.00		0.43	1.00		0.19	1.00		0.06	1.00		1.00
Lane Grp Cap(c), veh/h	288	0	589	114	0	327	424	1026	1069	441	1664	745
V/C Ratio(X)	0.80	0.00	0.84	0.12	0.00	0.86	0.47	0.27	0.27	0.12	0.37	0.17
Avail Cap(c_a), veh/h	373	0	725	142	0	382	565	1026	1069	441	1664	745
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	46.6	0.0	49.1	69.4	0.0	63.8	20.0	16.8	16.8	24.4	27.7	24.8
Incr Delay (d2), s/veh	9.1	0.0	7.3	0.5	0.0	15.5	0.8	0.6	0.6	0.6	0.6	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.8	0.0	21.4	0.6	0.0	13.5	4.5	6.3	6.5	1.4	9.1	3.3
LnGrp Delay(d),s/veh	55.7	0.0	56.3	69.9	0.0	79.3	20.8	17.4	17.4	25.0	28.3	25.2
LnGrp LOS	E		E	E		E	C	B	B	C	C	C
Approach Vol, veh/h		724			294			766			801	
Approach Delay, s/veh		56.1			78.9			18.3			27.6	
Approach LOS		E			E			B			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4		6		8
Phs Duration (G+Y+Rc), s	18.3	81.2	25.4	35.1		99.5		60.5
Change Period (Y+Rc), s	6.7	6.7	6.7	6.7		6.7		6.7
Max Green Setting (Gmax), s	24.3	49.3	26.3	33.3		80.3		66.3
Max Q Clear Time (g_c+I1), s	11.1	20.0	18.3	25.7		14.5		43.8
Green Ext Time (p_c), s	0.4	9.0	0.4	2.8		10.1		4.7

Intersection Summary	
HCM 2010 Ctrl Delay	38.7
HCM 2010 LOS	D

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	136	202	130	49	163	109	85	474	40	103	690	145
Future Volume (vph)	136	202	130	49	163	109	85	474	40	103	690	145
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	5%	5%	5%	2%	2%	2%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	151	224	144	54	181	121	94	527	44	114	767	161
Shared Lane Traffic (%)												
Lane Group Flow (vph)	151	368	0	54	302	0	94	571	0	114	928	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	8			4			6			2		
Detector Phase	3	8		7	4		1	6		5	2	
Switch Phase												
Minimum Initial (s)	5.0	10.0		5.0	10.0		7.0	25.0		7.0	25.0	
Minimum Split (s)	10.7	16.8		10.7	16.8		12.7	31.8		12.7	31.8	
Total Split (s)	10.7	20.0		10.7	20.0		20.0	50.0		20.0	50.0	
Total Split (%)	10.6%	19.9%		10.6%	19.9%		19.9%	49.7%		19.9%	49.7%	
Yellow Time (s)	3.7	4.8		3.7	4.8		3.7	4.8		3.7	4.8	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	5.7	6.8		5.7	6.8		5.7	6.8		5.7	6.8	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	Min		None	Min	
v/c Ratio	0.65	0.87		0.24	0.93		0.32	0.45		0.26	0.71	
Control Delay	40.0	56.2		24.4	68.0		11.9	20.0		10.4	23.9	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	40.0	56.2		24.4	68.0		11.9	20.0		10.4	23.9	
Queue Length 50th (ft)	54	~210		18	134		21	110		26	199	
Queue Length 95th (ft)	#135	#436		51	#338		41	160		48	273	
Internal Link Dist (ft)		3446			2567			4365			6545	
Turn Bay Length (ft)	200			310			190			185		
Base Capacity (vph)	233	421		221	325		436	1964		563	1963	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.65	0.87		0.24	0.93		0.22	0.29		0.20	0.47	

Intersection Summary

Cycle Length: 100.7
Actuated Cycle Length: 77.4
Natural Cycle: 80
Control Type: Actuated-Uncoordinated

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 7: SW 60th Ave & SW 38th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	136	202	130	49	163	109	85	474	40	103	690	145
Future Volume (veh/h)	136	202	130	49	163	109	85	474	40	103	690	145
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1810	1810	1900	1863	1863	1900	1845	1845	1900	1863	1863	1900
Adj Flow Rate, veh/h	151	224	125	54	181	93	94	527	42	114	767	143
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	0
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	5	5	5	2	2	2	3	3	3	2	2	2
Cap, veh/h	221	207	116	171	197	101	319	1193	95	440	1092	204
Arrive On Green	0.06	0.19	0.19	0.04	0.17	0.17	0.08	0.36	0.36	0.08	0.37	0.37
Sat Flow, veh/h	1723	1092	610	1774	1161	597	1757	3289	262	1774	2979	555
Grp Volume(v), veh/h	151	0	349	54	0	274	94	280	289	114	456	454
Grp Sat Flow(s),veh/h/ln	1723	0	1702	1774	0	1757	1757	1752	1799	1774	1770	1765
Q Serve(g_s), s	5.0	0.0	14.8	1.9	0.0	11.9	2.5	9.4	9.5	3.0	17.1	17.1
Cycle Q Clear(g_c), s	5.0	0.0	14.8	1.9	0.0	11.9	2.5	9.4	9.5	3.0	17.1	17.1
Prop In Lane	1.00		0.36	1.00		0.34	1.00		0.15	1.00		0.31
Lane Grp Cap(c), veh/h	221	0	323	171	0	298	319	635	652	440	649	647
V/C Ratio(X)	0.68	0.00	1.08	0.32	0.00	0.92	0.29	0.44	0.44	0.26	0.70	0.70
Avail Cap(c_a), veh/h	221	0	323	207	0	298	504	973	998	620	982	980
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	27.3	0.0	31.5	25.9	0.0	31.8	15.0	18.8	18.8	13.5	21.0	21.0
Incr Delay (d2), s/veh	8.4	0.0	73.5	1.0	0.0	31.9	0.5	0.5	0.5	0.3	1.4	1.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.4	0.0	13.4	1.0	0.0	8.4	1.2	4.6	4.8	1.5	8.6	8.6
LnGrp Delay(d),s/veh	35.8	0.0	105.1	27.0	0.0	63.7	15.5	19.3	19.3	13.8	22.4	22.4
LnGrp LOS	D		F	C		E	B	B	B	B	C	C
Approach Vol, veh/h		500			328			663			1024	
Approach Delay, s/veh		84.1			57.6			18.8			21.5	
Approach LOS		F			E			B			C	

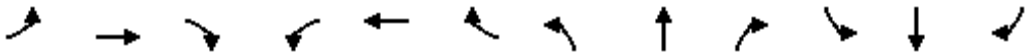
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.8	35.3	10.7	20.0	12.1	35.0	9.1	21.6
Change Period (Y+Rc), s	* 5.7	6.8	* 5.7	6.8	* 5.7	6.8	* 5.7	6.8
Max Green Setting (Gmax), s	* 14	43.2	* 5	13.2	* 14	43.2	* 5	13.2
Max Q Clear Time (g_c+I1), s	4.5	19.1	7.0	13.9	5.0	11.5	3.9	16.8
Green Ext Time (p_c), s	0.1	9.4	0.0	0.0	0.2	10.4	0.0	0.0

Intersection Summary	
HCM 2010 Ctrl Delay	37.9
HCM 2010 LOS	D

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	30	270	16	15	335	59	36	14	18	53	17	31
Future Volume (vph)	30	270	16	15	335	59	36	14	18	53	17	31
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	4%	4%	4%	2%	2%	2%	0%	0%	0%	4%	4%	4%
Adj. Flow (vph)	31	278	16	15	345	61	37	14	19	55	18	32
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	325	0	0	421	0	0	70	0	0	105	0
Sign Control		Stop			Stop			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Intersection Delay, s/veh	12.5
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	30	270	16	15	335	59	36	14	18	53	17	31
Future Vol, veh/h	30	270	16	15	335	59	36	14	18	53	17	31
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles, %	4	4	4	2	2	2	0	0	0	4	4	4
Mvmt Flow	31	278	16	15	345	61	37	14	19	55	18	32
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	12.2	13.7	9.7	10.1
HCM LOS	B	B	A	B

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	53%	9%	4%	52%
Vol Thru, %	21%	85%	82%	17%
Vol Right, %	26%	5%	14%	31%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	68	316	409	101
LT Vol	36	30	15	53
Through Vol	14	270	335	17
RT Vol	18	16	59	31
Lane Flow Rate	70	326	422	104
Geometry Grp	1	1	1	1
Degree of Util (X)	0.115	0.456	0.554	0.169
Departure Headway (Hd)	5.884	5.041	4.842	5.847
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	611	720	751	615
Service Time	3.907	3.041	2.842	3.868
HCM Lane V/C Ratio	0.115	0.453	0.562	0.169
HCM Control Delay	9.7	12.2	13.7	10.1
HCM Lane LOS	A	B	B	B
HCM 95th-tile Q	0.4	2.4	3.4	0.6

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	196	1270	73	148	1580	369	56	34	113	363	61	189
Future Volume (vph)	196	1270	73	148	1580	369	56	34	113	363	61	189
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	200	1296	74	151	1612	377	57	35	115	370	62	193
Shared Lane Traffic (%)												
Lane Group Flow (vph)	200	1370	0	151	1989	0	57	150	0	370	255	0
Turn Type	Prot	NA		Prot	NA		Prot	NA		Prot	NA	
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases												
Detector Phase	1	6		5	2		7	4		3	8	
Switch Phase												
Minimum Initial (s)	7.0	20.0		7.0	20.0		7.0	7.0		7.0	7.0	
Minimum Split (s)	14.4	38.8		14.4	37.8		12.8	14.2		13.1	14.3	
Total Split (s)	28.0	74.0		33.0	79.0		20.0	20.0		33.0	33.0	
Total Split (%)	17.5%	46.3%		20.6%	49.4%		12.5%	12.5%		20.6%	20.6%	
Yellow Time (s)	4.8	4.8		4.8	4.8		3.7	3.7		3.7	3.7	
All-Red Time (s)	2.6	2.0		2.6	2.0		2.1	3.5		2.4	3.6	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	7.4	6.8		7.4	6.8		5.8	7.2		6.1	7.3	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lead		Lag	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	C-Min		None	C-Min		None	None		None	None	
v/c Ratio	0.84	0.54		0.72	0.81		0.49	0.80		0.77	0.69	
Control Delay	85.4	35.9		86.7	38.7		85.6	62.6		77.6	53.3	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	85.4	35.9		86.7	38.7		85.6	62.6		77.6	53.3	
Queue Length 50th (ft)	220	210		155	671		59	72		195	175	
Queue Length 95th (ft)	#367	461		227	739		107	#175		246	278	
Internal Link Dist (ft)		663			2272			411			708	
Turn Bay Length (ft)	290			500			170			260		
Base Capacity (vph)	246	2542		285	2443		157	205		582	383	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.81	0.54		0.53	0.81		0.36	0.73		0.64	0.67	

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 88 (55%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow
Natural Cycle: 95
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 9: SW 38th Ct & SR 200



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	196	1270	73	148	1580	369	56	34	113	363	61	189
Future Volume (veh/h)	196	1270	73	148	1580	369	56	34	113	363	61	189
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1881	1881	1900	1863	1863	1900	1881	1956	1900
Adj Flow Rate, veh/h	200	1296	67	151	1612	346	57	35	62	370	62	108
Adj No. of Lanes	1	3	0	1	3	0	1	1	0	2	1	0
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	2	2	2	1	1	1	2	2	2	1	1	1
Cap, veh/h	220	2616	135	174	2126	453	73	42	75	435	105	182
Arrive On Green	0.12	0.53	0.53	0.10	0.50	0.50	0.04	0.07	0.07	0.13	0.16	0.16
Sat Flow, veh/h	1774	4952	256	1792	4242	903	1774	604	1070	3476	642	1118
Grp Volume(v), veh/h	200	887	476	151	1298	660	57	0	97	370	0	170
Grp Sat Flow(s),veh/h/ln	1774	1695	1818	1792	1712	1722	1774	0	1674	1738	0	1759
Q Serve(g_s), s	17.8	26.8	26.8	13.3	48.8	49.5	5.1	0.0	9.2	16.7	0.0	14.3
Cycle Q Clear(g_c), s	17.8	26.8	26.8	13.3	48.8	49.5	5.1	0.0	9.2	16.7	0.0	14.3
Prop In Lane	1.00		0.14	1.00		0.52	1.00		0.64	1.00		0.64
Lane Grp Cap(c), veh/h	220	1791	960	174	1716	863	73	0	117	435	0	287
V/C Ratio(X)	0.91	0.50	0.50	0.87	0.76	0.76	0.78	0.00	0.83	0.85	0.00	0.59
Avail Cap(c_a), veh/h	228	1791	960	287	1716	863	157	0	134	584	0	287
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	69.2	24.1	24.1	71.2	32.1	32.3	76.0	0.0	73.4	68.5	0.0	62.0
Incr Delay (d2), s/veh	35.3	1.0	1.8	14.2	3.2	6.4	16.4	0.0	30.1	8.8	0.0	3.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	10.9	12.7	13.8	7.3	23.8	25.0	2.8	0.0	5.2	8.5	0.0	7.2
LnGrp Delay(d),s/veh	104.5	25.1	25.9	85.5	35.2	38.6	92.4	0.0	103.5	77.3	0.0	65.3
LnGrp LOS	F	C	C	F	D	D	F		F	E		E
Approach Vol, veh/h		1563			2109			154			540	
Approach Delay, s/veh		35.5			39.9			99.4			73.5	
Approach LOS		D			D			F			E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	27.2	87.0	27.3	18.4	22.9	91.3	12.4	33.4
Change Period (Y+Rc), s	7.4	6.8	* 7.3	* 7.2	7.4	6.8	* 5.8	* 7.3
Max Green Setting (Gmax), s	20.6	72.2	* 27	* 13	25.6	67.2	* 14	* 26
Max Q Clear Time (g_c+I1), s	19.8	51.5	18.7	11.2	15.3	28.8	7.1	16.3
Green Ext Time (p_c), s	0.0	18.6	1.4	0.1	0.2	32.0	0.0	1.7

Intersection Summary	
HCM 2010 Ctrl Delay	44.6
HCM 2010 LOS	D

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

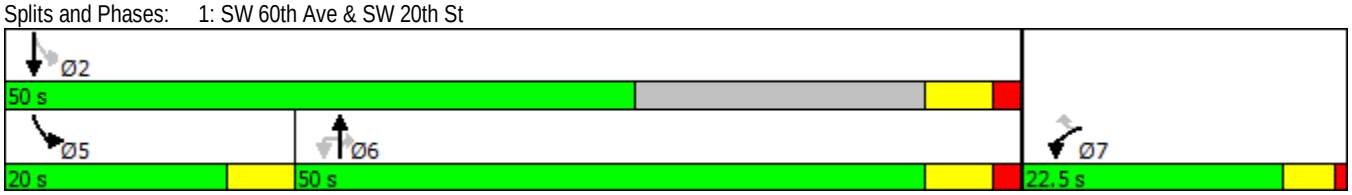
PM Peak Hour Future Year Background Traffic Conditions

Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	529	291	3	808	336	163	1138
Future Volume (vph)	529	291	3	808	336	163	1138
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	3%	3%	3%	2%	2%
Adj. Flow (vph)	594	327	3	908	378	183	1279
Shared Lane Traffic (%)							
Lane Group Flow (vph)	594	327	3	908	378	183	1279
Turn Type	Prot	Perm	Perm	NA	Perm	pm+pt	NA
Protected Phases	7			6		5	2
Permitted Phases		7	6		6	2	
Detector Phase	7	7	6	6	6	5	2
Switch Phase							
Minimum Initial (s)	5.0	5.0	15.0	15.0	15.0	10.0	15.0
Minimum Split (s)	22.5	22.5	21.7	21.7	21.7	14.7	21.7
Total Split (s)	22.5	22.5	50.0	50.0	50.0	20.0	50.0
Total Split (%)	24.3%	24.3%	54.1%	54.1%	54.1%	21.6%	54.1%
Yellow Time (s)	3.5	3.5	4.7	4.7	4.7	4.7	4.7
All-Red Time (s)	1.0	1.0	2.0	2.0	2.0	0.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	6.7	6.7	6.7	4.7	6.7
Lead/Lag			Lag	Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	Yes	
Recall Mode	None	None	Min	Min	Min	None	Min
v/c Ratio	1.34	0.53	0.02	0.69	0.46	0.43	0.61
Control Delay	196.7	8.9	14.0	22.0	3.7	8.7	10.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	196.7	8.9	14.0	22.0	3.7	8.7	10.5
Queue Length 50th (ft)	~343	11	1	171	0	30	170
Queue Length 95th (ft)	#669	88	6	244	45	51	214
Internal Link Dist (ft)	2558			6545			3224
Turn Bay Length (ft)			185		295	190	
Base Capacity (vph)	442	615	240	2107	1093	508	3099
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	1.34	0.53	0.01	0.43	0.35	0.36	0.41

Intersection Summary

Cycle Length: 92.5
Actuated Cycle Length: 73
Natural Cycle: 80
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: SW 60th Ave & SW 20th St



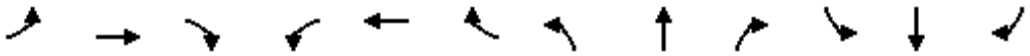
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (veh/h)	529	291	3	808	336	163	1138
Future Volume (veh/h)	529	291	3	808	336	163	1138
Number	7	14		6	16	5	2
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00			1.00	1.00	
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863		1845	1845	1863	1863
Adj Flow Rate, veh/h	594	134		908	266	183	1279
Adj No. of Lanes	1	1		2	1	1	2
Peak Hour Factor	0.89	0.89		0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2		3	3	2	2
Cap, veh/h	422	377		1480	662	430	2173
Arrive On Green	0.24	0.24		0.42	0.42	0.13	0.61
Sat Flow, veh/h	1774	1583		3597	1568	1774	3632
Grp Volume(v), veh/h	594	134		908	266	183	1279
Grp Sat Flow(s),veh/h/ln	1774	1583		1752	1568	1774	1770
Q Serve(g_s), s	18.0	5.3		15.3	8.9	3.7	16.5
Cycle Q Clear(g_c), s	18.0	5.3		15.3	8.9	3.7	16.5
Prop In Lane	1.00	1.00			1.00	1.00	
Lane Grp Cap(c), veh/h	422	377		1480	662	430	2173
V/C Ratio(X)	1.41	0.36		0.61	0.40	0.43	0.59
Avail Cap(c_a), veh/h	422	377		2006	898	559	2173
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	28.8	24.0		17.0	15.2	10.7	8.8
Incr Delay (d2), s/veh	196.8	0.6		0.4	0.4	0.7	0.4
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	31.8	2.4		7.4	3.9	1.8	8.1
LnGrp Delay(d),s/veh	225.6	24.6		17.4	15.6	11.4	9.2
LnGrp LOS	F	C		B	B	B	A
Approach Vol, veh/h	728			1174			1462
Approach Delay, s/veh	188.6			17.0			9.5
Approach LOS	F			B			A

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		
Phs Duration (G+Y+Rc), s		53.1		22.5	14.5	38.6		
Change Period (Y+Rc), s		6.7		4.5	4.7	6.7		
Max Green Setting (Gmax), s		43.3		18.0	15.3	43.3		
Max Q Clear Time (g_c+I1), s		18.5		20.0	5.7	17.3		
Green Ext Time (p_c), s		17.6		0.0	0.3	14.7		

Intersection Summary	
HCM 2010 Ctrl Delay	50.9
HCM 2010 LOS	D

Notes

User approved ignoring U-Turning movement.



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	28	541	0	3	895	45	0	0	0	18	0	22
Future Volume (vph)	28	541	0	3	895	45	0	0	0	18	0	22
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Heavy Vehicles (%)	1%	1%	1%	2%	2%	2%	0%	0%	0%	3%	3%	3%
Adj. Flow (vph)	33	644	0	4	1065	54	0	0	0	21	0	26
Shared Lane Traffic (%)												
Lane Group Flow (vph)	33	644	0	0	1123	0	0	0	0	0	47	0
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

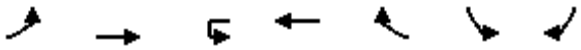
Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	28	541	0	3	895	45	0	0	0	18	0	22
Future Vol, veh/h	28	541	0	3	895	45	0	0	0	18	0	22
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	225	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	84	84	84	84	84	84	84	84	84
Heavy Vehicles, %	1	1	1	2	2	2	0	0	0	3	3	3
Mvmt Flow	33	644	0	4	1065	54	0	0	0	21	0	26

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1119	0	0	644	0	0	1251	1837	322	1488	1810	560
Stage 1	-	-	-	-	-	-	711	711	-	1099	1099	-
Stage 2	-	-	-	-	-	-	540	1126	-	389	711	-
Critical Hdwy	4.12	-	-	4.14	-	-	7.5	6.5	6.9	7.56	6.56	6.96
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.56	5.56	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.56	5.56	-
Follow-up Hdwy	2.21	-	-	2.22	-	-	3.5	4	3.3	3.53	4.03	3.33
Pot Cap-1 Maneuver	626	-	-	937	-	-	131	77	680	85	77	469
Stage 1	-	-	-	-	-	-	395	439	-	225	284	-
Stage 2	-	-	-	-	-	-	499	282	-	604	432	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	626	-	-	937	-	-	118	72	680	81	72	469
Mov Cap-2 Maneuver	-	-	-	-	-	-	118	72	-	81	72	-
Stage 1	-	-	-	-	-	-	374	416	-	213	281	-
Stage 2	-	-	-	-	-	-	466	279	-	572	409	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.5	0	0	40.1
HCM LOS			A	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	626	-	-	937	-	-	149
HCM Lane V/C Ratio	-	0.053	-	-	0.004	-	-	0.32
HCM Control Delay (s)	0	11.1	-	-	8.9	-	-	40.1
HCM Lane LOS	A	B	-	-	A	-	-	E
HCM 95th %tile Q(veh)	-	0.2	-	-	0	-	-	1.3



Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	50	659	4	899	27	85	157
Future Volume (vph)	50	659	4	899	27	85	157
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	1%	1%	1%	1%	1%	2%	2%
Adj. Flow (vph)	55	724	4	988	30	93	173
Shared Lane Traffic (%)							
Lane Group Flow (vph)	55	724	4	1018	0	93	173
Sign Control		Free		Free		Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	7.4

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	50	659	4	899	27	85	157
Future Vol, veh/h	50	659	4	899	27	85	157
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	250	-	250	-	-	0	0
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91
Heavy Vehicles, %	1	1	1	1	1	2	2
Mvmt Flow	55	724	4	988	30	93	173

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	1018	0	529	-	0	1484	509
Stage 1	-	-	-	-	-	1012	-
Stage 2	-	-	-	-	-	472	-
Critical Hdwy	4.12	-	6.42	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.21	-	2.51	-	-	3.52	3.32
Pot Cap-1 Maneuver	683	-	668	-	-	116	509
Stage 1	-	-	-	-	-	312	-
Stage 2	-	-	-	-	-	594	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	683	-	668	-	-	107	509
Mov Cap-2 Maneuver	-	-	-	-	-	107	-
Stage 1	-	-	-	-	-	312	-
Stage 2	-	-	-	-	-	546	-

Approach	EB	WB	SB
HCM Control Delay, s	0.8	0	55.3
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	683	-	668	-	-	107	509
HCM Lane V/C Ratio	0.08	-	0.007	-	-	0.873	0.339
HCM Control Delay (s)	10.7	-	10.4	-	-	128.5	15.7
HCM Lane LOS	B	-	B	-	-	F	C
HCM 95th %tile Q(veh)	0.3	-	0	-	-	5.1	1.5

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	27	506	76	255	780	76	81	119	244	240	195	77
Future Volume (vph)	27	506	76	255	780	76	81	119	244	240	195	77
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	32	595	89	300	918	89	95	140	287	282	229	91
Shared Lane Traffic (%)												
Lane Group Flow (vph)	32	595	89	300	1007	0	95	427	0	282	229	91
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	10.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	16.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	20.0	65.0	65.0	20.0	65.0		20.0	25.0		20.0	25.0	25.0
Total Split (%)	15.4%	50.0%	50.0%	15.4%	50.0%		15.4%	19.2%		15.4%	19.2%	19.2%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.15	0.78	0.12	0.87	1.09		0.34	1.36		1.07	0.66	0.23
Control Delay	13.0	38.7	1.2	42.2	89.4		35.2	214.2		110.8	57.8	3.8
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	13.0	38.7	1.2	42.2	89.4		35.2	214.2		110.8	57.8	3.8
Queue Length 50th (ft)	10	394	0	113	~977		57	~423		~217	179	0
Queue Length 95th (ft)	23	490	6	#227	#1128		98	#593		#387	#298	11
Internal Link Dist (ft)		2796			3003			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	263	922	852	349	920		334	314		264	347	403
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.12	0.65	0.10	0.86	1.09		0.28	1.36		1.07	0.66	0.23

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 120.3
Natural Cycle: 150
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	27	506	76	255	780	76	81	119	244	240	195	77
Future Volume (veh/h)	27	506	76	255	780	76	81	119	244	240	195	77
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1900	1845	1845	1900	1863	1863	1863
Adj Flow Rate, veh/h	32	595	35	300	918	84	95	140	186	282	229	36
Adj No. of Lanes	1	1	1	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	1	1	1	1	1	1	3	3	3	2	2	2
Cap, veh/h	155	797	678	377	811	74	265	109	145	256	380	323
Arrive On Green	0.05	0.42	0.42	0.11	0.48	0.48	0.06	0.15	0.15	0.11	0.20	0.20
Sat Flow, veh/h	1792	1881	1599	1792	1698	155	1757	720	956	1774	1863	1583
Grp Volume(v), veh/h	32	595	35	300	0	1002	95	0	326	282	229	36
Grp Sat Flow(s),veh/h/ln	1792	1881	1599	1792	0	1854	1757	0	1676	1774	1863	1583
Q Serve(g_s), s	1.2	32.8	1.6	11.2	0.0	58.7	5.5	0.0	18.7	13.7	13.7	2.3
Cycle Q Clear(g_c), s	1.2	32.8	1.6	11.2	0.0	58.7	5.5	0.0	18.7	13.7	13.7	2.3
Prop In Lane	1.00		1.00	1.00		0.08	1.00		0.57	1.00		1.00
Lane Grp Cap(c), veh/h	155	797	678	377	0	885	265	0	255	256	380	323
V/C Ratio(X)	0.21	0.75	0.05	0.79	0.00	1.13	0.36	0.00	1.28	1.10	0.60	0.11
Avail Cap(c_a), veh/h	258	898	763	384	0	885	356	0	255	256	380	323
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	28.1	29.8	20.9	22.9	0.0	32.1	40.6	0.0	52.1	40.2	44.4	39.9
Incr Delay (d2), s/veh	0.6	3.0	0.0	10.9	0.0	73.5	0.8	0.0	152.2	85.8	2.7	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	17.7	0.7	6.6	0.0	48.1	2.8	0.0	19.4	8.1	7.3	1.0
LnGrp Delay(d),s/veh	28.8	32.9	20.9	33.8	0.0	105.7	41.4	0.0	204.3	126.0	47.1	40.0
LnGrp LOS	C	C	C	C		F	D		F	F	D	D
Approach Vol, veh/h		662			1302			421			547	
Approach Delay, s/veh		32.1			89.1			167.6			87.3	
Approach LOS		C			F			F			F	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.9	65.0	20.0	25.0	19.5	58.4	13.6	31.4
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	13.7	58.7	13.7	18.7	13.7	58.7	13.7	18.7
Max Q Clear Time (g_c+I1), s	3.2	60.7	15.7	20.7	13.2	34.8	7.5	15.7
Green Ext Time (p_c), s	0.0	0.0	0.0	0.0	0.1	12.6	0.1	1.0

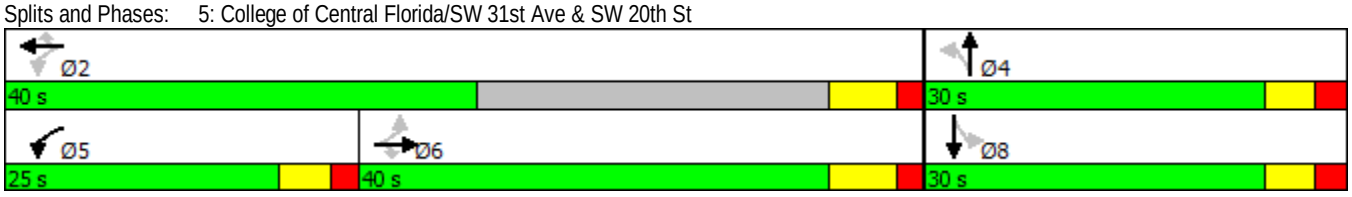
Intersection Summary	
HCM 2010 Ctrl Delay	87.2
HCM 2010 LOS	F

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	37	693	63	109	666	78	57	62	120	77	94	102
Future Volume (vph)	37	693	63	109	666	78	57	62	120	77	94	102
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	43	806	73	127	774	91	66	72	140	90	109	119
Shared Lane Traffic (%)												
Lane Group Flow (vph)	43	806	73	127	774	91	66	212	0	90	228	0
Turn Type	Perm	NA	Perm	pm+pt	NA	Perm	Perm	NA		Perm	NA	
Protected Phases		6		5	2			4			8	
Permitted Phases	6		6	2		2	4			8		
Detector Phase	6	6	6	5	2	2	4	4		8	8	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	5.0	15.0	15.0	8.0	8.0		8.0	8.0	
Minimum Split (s)	28.7	28.7	28.7	10.6	28.7	28.7	27.0	27.0		27.0	27.0	
Total Split (s)	40.0	40.0	40.0	25.0	40.0	40.0	30.0	30.0		30.0	30.0	
Total Split (%)	42.1%	42.1%	42.1%	26.3%	42.1%	42.1%	31.6%	31.6%		31.6%	31.6%	
Yellow Time (s)	4.7	4.7	4.7	3.6	4.7	4.7	3.6	3.6		3.6	3.6	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.4	2.4		2.4	2.4	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.7	6.7	6.7	5.6	6.7	6.7	6.0	6.0		6.0	6.0	
Lead/Lag	Lag	Lag	Lag	Lead								
Lead-Lag Optimize?	Yes	Yes	Yes	Yes								
Recall Mode	Min	Min	Min	None	Min	Min	None	None		None	None	
v/c Ratio	0.13	0.90	0.09	0.39	0.65	0.09	0.40	0.55		0.50	0.64	
Control Delay	15.6	36.6	2.4	10.2	11.8	1.8	34.6	20.8		38.1	29.9	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	15.6	36.6	2.4	10.2	11.8	1.8	34.6	20.8		38.1	29.9	
Queue Length 50th (ft)	11	332	0	17	178	0	27	46		38	73	
Queue Length 95th (ft)	35	#655	14	51	340	15	62	103		80	138	
Internal Link Dist (ft)		3003			1127			192			432	
Turn Bay Length (ft)	150		150	350		200	200			150		
Base Capacity (vph)	332	893	811	565	1534	1321	315	645		338	623	
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Reduced v/c Ratio	0.13	0.90	0.09	0.22	0.50	0.07	0.21	0.33		0.27	0.37	

Intersection Summary

Cycle Length: 95
Actuated Cycle Length: 71.7
Natural Cycle: 80
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 5: College of Central Florida/SW 31st Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	37	693	63	109	666	78	57	62	120	77	94	102
Future Volume (veh/h)	37	693	63	109	666	78	57	62	120	77	94	102
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1881	1881	1881	1900	1863	1863	1900
Adj Flow Rate, veh/h	43	806	49	127	774	72	66	72	105	90	109	89
Adj No. of Lanes	1	1	1	1	1	1	1	1	0	1	1	0
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	1	1	1	1	1	1	1	1	1	2	2	2
Cap, veh/h	311	853	725	248	1126	957	245	153	222	259	209	171
Arrive On Green	0.45	0.45	0.45	0.07	0.60	0.60	0.22	0.22	0.22	0.22	0.22	0.22
Sat Flow, veh/h	655	1881	1599	1792	1881	1599	1191	693	1010	1203	950	776
Grp Volume(v), veh/h	43	806	49	127	774	72	66	0	177	90	0	198
Grp Sat Flow(s),veh/h/ln	655	1881	1599	1792	1881	1599	1191	0	1703	1203	0	1726
Q Serve(g_s), s	3.4	28.7	1.2	2.4	19.7	1.3	3.6	0.0	6.3	4.9	0.0	7.1
Cycle Q Clear(g_c), s	12.9	28.7	1.2	2.4	19.7	1.3	10.7	0.0	6.3	11.3	0.0	7.1
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.59	1.00		0.45
Lane Grp Cap(c), veh/h	311	853	725	248	1126	957	245	0	375	259	0	380
V/C Ratio(X)	0.14	0.94	0.07	0.51	0.69	0.08	0.27	0.00	0.47	0.35	0.00	0.52
Avail Cap(c_a), veh/h	325	893	759	627	1126	957	390	0	583	405	0	591
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	17.4	18.3	10.8	15.5	9.6	5.9	28.8	0.0	23.8	28.7	0.0	24.1
Incr Delay (d2), s/veh	0.2	17.8	0.0	1.6	1.8	0.0	0.6	0.0	0.9	0.8	0.0	1.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	19.0	0.5	1.3	10.7	0.6	1.2	0.0	3.0	1.7	0.0	3.5
LnGrp Delay(d),s/veh	17.6	36.1	10.8	17.2	11.4	5.9	29.4	0.0	24.7	29.5	0.0	25.2
LnGrp LOS	B	D	B	B	B	A	C		C	C		C
Approach Vol, veh/h		898			973			243			288	
Approach Delay, s/veh		33.8			11.7			26.0			26.5	
Approach LOS		C			B			C			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		8
Phs Duration (G+Y+Rc), s		48.7		21.4	10.2	38.5		21.4
Change Period (Y+Rc), s		6.7		6.0	5.6	6.7		6.0
Max Green Setting (Gmax), s		33.3		24.0	19.4	33.3		24.0
Max Q Clear Time (g_c+I1), s		21.7		12.7	4.4	30.7		13.3
Green Ext Time (p_c), s		7.8		2.2	0.2	1.1		2.2

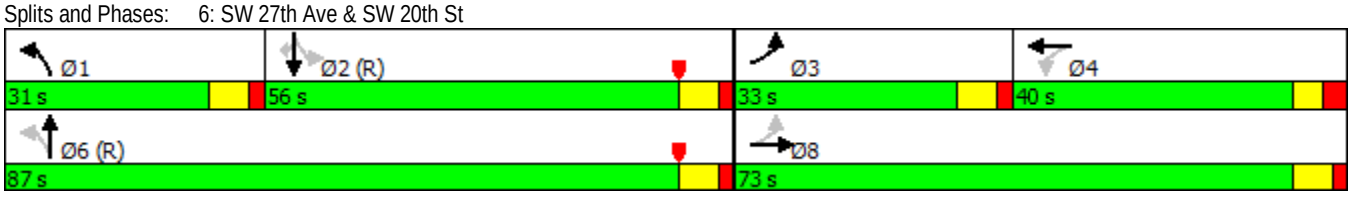
Intersection Summary	
HCM 2010 Ctrl Delay	23.2
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	278	349	317	17	282	77	278	806	22	66	897	278
Future Volume (vph)	278	349	317	17	282	77	278	806	22	66	897	278
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	296	371	337	18	300	82	296	857	23	70	954	296
Shared Lane Traffic (%)												
Lane Group Flow (vph)	296	708	0	18	382	0	296	880	0	70	954	296
Turn Type	pm+pt	NA		Perm	NA		pm+pt	NA		Perm	NA	Perm
Protected Phases	3	8			4		1	6			2	
Permitted Phases	8			4			6			2		2
Detector Phase	3	8		4	4		1	6		2	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	20.0		20.0	20.0	20.0
Minimum Split (s)	13.7	20.0		20.0	20.0		13.7	26.7		26.7	26.7	26.7
Total Split (s)	33.0	73.0		40.0	40.0		31.0	87.0		56.0	56.0	56.0
Total Split (%)	20.6%	45.6%		25.0%	25.0%		19.4%	54.4%		35.0%	35.0%	35.0%
Yellow Time (s)	4.7	4.7		3.6	3.6		4.7	4.7		4.7	4.7	4.7
All-Red Time (s)	2.0	2.0		3.1	3.1		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.7	6.7		6.7	6.7		6.7	6.7		6.7	6.7	6.7
Lead/Lag	Lead			Lag	Lag		Lead			Lag	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes		Yes			Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max		C-Max	C-Max	C-Max
v/c Ratio	0.92	0.97		0.37	0.96		0.94	0.49		0.36	0.84	0.42
Control Delay	79.6	69.3		78.2	97.1		81.9	27.1		49.8	59.0	5.9
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	79.6	69.3		78.2	97.1		81.9	27.1		49.8	59.0	5.9
Queue Length 50th (ft)	253	687		16	396		251	315		58	497	0
Queue Length 95th (ft)	#421	#958		48	#619		#435	375		111	589	71
Internal Link Dist (ft)		941			462			544			1105	
Turn Bay Length (ft)	350			200			300			350		400
Base Capacity (vph)	338	744		49	396		321	1792		193	1135	710
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	0.88	0.95		0.37	0.96		0.92	0.49		0.36	0.84	0.42

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 30 (19%), Referenced to phase 2:SBTL and 6:NBTL, Start of Yellow
Natural Cycle: 100
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 6: SW 27th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	278	349	317	17	282	77	278	806	22	66	897	278
Future Volume (veh/h)	278	349	317	17	282	77	278	806	22	66	897	278
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1900	1900	1900	1863	1863	1900	1881	1881	1881
Adj Flow Rate, veh/h	296	371	306	18	300	69	296	857	22	70	954	159
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	1	1	1	0	0	0	2	2	2	1	1	1
Cap, veh/h	319	383	316	61	330	76	318	1816	47	269	1259	563
Arrive On Green	0.14	0.40	0.40	0.22	0.22	0.22	0.12	0.51	0.51	0.35	0.35	0.35
Sat Flow, veh/h	1792	955	787	774	1495	344	1774	3526	91	635	3574	1599
Grp Volume(v), veh/h	296	0	677	18	0	369	296	430	449	70	954	159
Grp Sat Flow(s),veh/h/ln	1792	0	1742	774	0	1839	1774	1770	1847	635	1787	1599
Q Serve(g_s), s	19.9	0.0	60.9	3.3	0.0	31.3	16.9	24.9	24.9	12.8	37.7	11.4
Cycle Q Clear(g_c), s	19.9	0.0	60.9	35.3	0.0	31.3	16.9	24.9	24.9	12.8	37.7	11.4
Prop In Lane	1.00		0.45	1.00		0.19	1.00		0.05	1.00		1.00
Lane Grp Cap(c), veh/h	319	0	699	61	0	405	318	911	951	269	1259	563
V/C Ratio(X)	0.93	0.00	0.97	0.29	0.00	0.91	0.93	0.47	0.47	0.26	0.76	0.28
Avail Cap(c_a), veh/h	365	0	722	61	0	405	373	911	951	269	1259	563
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	42.0	0.0	46.9	78.5	0.0	60.8	35.6	24.9	24.9	37.7	45.8	37.3
Incr Delay (d2), s/veh	27.5	0.0	25.5	2.6	0.0	24.2	27.3	1.8	1.7	2.3	4.3	1.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	12.2	0.0	34.3	0.8	0.0	18.6	15.3	12.6	13.2	2.4	19.4	5.3
LnGrp Delay(d),s/veh	69.5	0.0	72.4	81.2	0.0	85.1	62.9	26.6	26.5	40.1	50.1	38.5
LnGrp LOS	E		E	F		F	E	C	C	D	D	D
Approach Vol, veh/h		973			387			1175			1183	
Approach Delay, s/veh		71.5			84.9			35.7			48.0	
Approach LOS		E			F			D			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4		6		8
Phs Duration (G+Y+Rc), s	26.1	63.0	28.9	42.0		89.1		70.9
Change Period (Y+Rc), s	6.7	6.7	6.7	6.7		6.7		6.7
Max Green Setting (Gmax), s	24.3	49.3	26.3	33.3		80.3		66.3
Max Q Clear Time (g_c+I1), s	18.9	39.7	21.9	37.3		26.9		62.9
Green Ext Time (p_c), s	0.4	7.2	0.4	0.0		20.4		1.3

Intersection Summary	
HCM 2010 Ctrl Delay	54.1
HCM 2010 LOS	D

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	258	334	218	85	317	159	165	778	68	150	1039	309
Future Volume (vph)	258	334	218	85	317	159	165	778	68	150	1039	309
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	5%	5%	5%	2%	2%	2%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	287	371	242	94	352	177	183	864	76	167	1154	343
Shared Lane Traffic (%)												
Lane Group Flow (vph)	287	613	0	94	529	0	183	940	0	167	1497	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	8			4			6			2		
Detector Phase	3	8		7	4		1	6		5	2	
Switch Phase												
Minimum Initial (s)	5.0	10.0		5.0	10.0		7.0	25.0		7.0	25.0	
Minimum Split (s)	10.7	16.8		10.7	16.8		12.7	31.8		12.7	31.8	
Total Split (s)	10.7	20.0		10.7	20.0		20.0	50.0		20.0	50.0	
Total Split (%)	10.6%	19.9%		10.6%	19.9%		19.9%	49.7%		19.9%	49.7%	
Yellow Time (s)	3.7	4.8		3.7	4.8		3.7	4.8		3.7	4.8	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	5.7	6.8		5.7	6.8		5.7	6.8		5.7	6.8	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	Min		None	Min	
v/c Ratio	1.76	2.10		0.56	2.05		0.68	0.59		0.47	0.97	
Control Delay	391.7	528.2		44.5	509.4		30.2	21.3		12.6	43.1	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	391.7	528.2		44.5	509.4		30.2	21.3		12.6	43.1	
Queue Length 50th (ft)	~222	~623		46	~513		56	216		39	451	
Queue Length 95th (ft)	#399	#868		#97	#745		126	293		66	#659	
Internal Link Dist (ft)		3446			2567			4365			6545	
Turn Bay Length (ft)	200			310			190			185		
Base Capacity (vph)	163	292		167	258		334	1597		445	1547	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	1.76	2.10		0.56	2.05		0.55	0.59		0.38	0.97	

Intersection Summary

Cycle Length: 100.7
Actuated Cycle Length: 97.2
Natural Cycle: 150
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 7: SW 60th Ave & SW 38th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	258	334	218	85	317	159	165	778	68	150	1039	309
Future Volume (veh/h)	258	334	218	85	317	159	165	778	68	150	1039	309
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1810	1810	1900	1863	1863	1900	1845	1845	1900	1863	1863	1900
Adj Flow Rate, veh/h	287	371	210	94	352	136	183	864	73	167	1154	305
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	0
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	5	5	5	2	2	2	3	3	3	2	2	2
Cap, veh/h	170	154	87	173	182	70	237	1511	128	369	1274	333
Arrive On Green	0.05	0.14	0.14	0.05	0.14	0.14	0.08	0.46	0.46	0.07	0.46	0.46
Sat Flow, veh/h	1723	1086	615	1774	1281	495	1757	3272	276	1774	2778	726
Grp Volume(v), veh/h	287	0	581	94	0	488	183	463	474	167	730	729
Grp Sat Flow(s),veh/h/ln	1723	0	1701	1774	0	1775	1757	1752	1796	1774	1770	1735
Q Serve(g_s), s	5.0	0.0	13.2	4.2	0.0	13.2	5.0	18.0	18.0	4.5	35.4	36.5
Cycle Q Clear(g_c), s	5.0	0.0	13.2	4.2	0.0	13.2	5.0	18.0	18.0	4.5	35.4	36.5
Prop In Lane	1.00		0.36	1.00		0.28	1.00		0.15	1.00		0.42
Lane Grp Cap(c), veh/h	170	0	241	173	0	252	237	809	829	369	811	795
V/C Ratio(X)	1.69	0.00	2.41	0.54	0.00	1.94	0.77	0.57	0.57	0.45	0.90	0.92
Avail Cap(c_a), veh/h	170	0	241	173	0	252	371	813	833	510	821	805
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	38.0	0.0	39.9	32.7	0.0	39.9	20.6	18.3	18.3	13.6	23.3	23.5
Incr Delay (d2), s/veh	334.3	0.0	646.5	3.5	0.0	436.6	5.2	1.0	0.9	0.9	12.9	15.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	17.8	0.0	49.5	2.2	0.0	37.0	2.7	8.8	9.0	2.3	20.2	20.7
LnGrp Delay(d),s/veh	372.3	0.0	686.5	36.3	0.0	476.6	25.8	19.3	19.3	14.4	36.1	38.6
LnGrp LOS	F		F	D		F	C	B	B	B	D	D
Approach Vol, veh/h		868			582			1120			1626	
Approach Delay, s/veh		582.6			405.5			20.3			35.0	
Approach LOS		F			F			C			D	

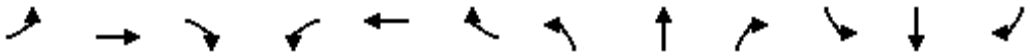
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.9	49.5	10.7	20.0	12.6	49.8	10.7	20.0
Change Period (Y+Rc), s	* 5.7	6.8	* 5.7	6.8	* 5.7	6.8	* 5.7	6.8
Max Green Setting (Gmax), s	* 14	43.2	* 5	13.2	* 14	43.2	* 5	13.2
Max Q Clear Time (g_c+I1), s	7.0	38.5	7.0	15.2	6.5	20.0	6.2	15.2
Green Ext Time (p_c), s	0.3	4.2	0.0	0.0	0.2	16.5	0.0	0.0

Intersection Summary	
HCM 2010 Ctrl Delay	195.8
HCM 2010 LOS	F

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	39	435	21	19	530	92	46	18	23	83	22	40
Future Volume (vph)	39	435	21	19	530	92	46	18	23	83	22	40
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	4%	4%	4%	2%	2%	2%	0%	0%	0%	4%	4%	4%
Adj. Flow (vph)	40	448	22	20	546	95	47	19	24	86	23	41
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	510	0	0	661	0	0	90	0	0	150	0
Sign Control		Stop			Stop			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Intersection Delay, s/veh	47.2
Intersection LOS	E

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	39	435	21	19	530	92	46	18	23	83	22	40
Future Vol, veh/h	39	435	21	19	530	92	46	18	23	83	22	40
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles, %	4	4	4	2	2	2	0	0	0	4	4	4
Mvmt Flow	40	448	22	20	546	95	47	19	24	86	23	41
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	32.1	71.2	12.4	13.6
HCM LOS	D	F	B	B

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	53%	8%	3%	57%
Vol Thru, %	21%	88%	83%	15%
Vol Right, %	26%	4%	14%	28%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	87	495	641	145
LT Vol	46	39	19	83
Through Vol	18	435	530	22
RT Vol	23	21	92	40
Lane Flow Rate	90	510	661	149
Geometry Grp	1	1	1	1
Degree of Util (X)	0.186	0.834	1.044	0.301
Departure Headway (Hd)	7.673	6.023	5.685	7.46
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	471	607	641	484
Service Time	5.673	4.023	3.685	5.46
HCM Lane V/C Ratio	0.191	0.84	1.031	0.308
HCM Control Delay	12.4	32.1	71.2	13.6
HCM Lane LOS	B	D	F	B
HCM 95th-tile Q	0.7	8.8	17.6	1.3

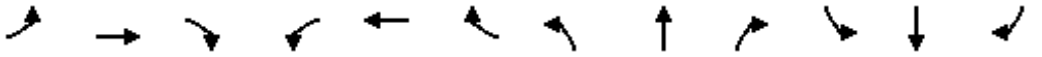
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	395	2138	94	209	2549	506	72	44	145	525	78	361
Future Volume (vph)	395	2138	94	209	2549	506	72	44	145	525	78	361
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	403	2182	96	213	2601	516	73	45	148	536	80	368
Shared Lane Traffic (%)												
Lane Group Flow (vph)	403	2278	0	213	3117	0	73	193	0	536	448	0
Turn Type	Prot	NA		Prot	NA		Prot	NA		Prot	NA	
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases												
Detector Phase	1	6		5	2		7	4		3	8	
Switch Phase												
Minimum Initial (s)	7.0	20.0		7.0	20.0		7.0	7.0		7.0	7.0	
Minimum Split (s)	14.4	38.8		14.4	37.8		12.8	14.2		13.1	14.3	
Total Split (s)	28.0	74.0		33.0	79.0		20.0	20.0		33.0	33.0	
Total Split (%)	17.5%	46.3%		20.6%	49.4%		12.5%	12.5%		20.6%	20.6%	
Yellow Time (s)	4.8	4.8		4.8	4.8		3.7	3.7		3.7	3.7	
All-Red Time (s)	2.6	2.0		2.6	2.0		2.1	3.5		2.4	3.6	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	7.4	6.8		7.4	6.8		5.8	7.2		6.1	7.3	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lead		Lag	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	C-Min		None	C-Min		None	None		None	None	
v/c Ratio	1.78	1.03		0.84	1.37		0.58	0.94		0.92	1.03	
Control Delay	388.3	84.6		93.2	203.5		89.3	91.0		86.9	97.2	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	388.3	84.6		93.2	203.5		89.3	91.0		86.9	97.2	
Queue Length 50th (ft)	~641	~924		217	~1571		75	122		288	~394	
Queue Length 95th (ft)	m#629	m#717		#327	#1636		132	#285		#394	#648	
Internal Link Dist (ft)		663			2272			411			708	
Turn Bay Length (ft)	290			500			170			260		
Base Capacity (vph)	227	2214		285	2278		157	205		583	433	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	1.78	1.03		0.75	1.37		0.46	0.94		0.92	1.03	

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 88 (55%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 9: SW 38th Ct & SR 200





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	395	2138	94	209	2549	506	72	44	145	525	78	361
Future Volume (veh/h)	395	2138	94	209	2549	506	72	44	145	525	78	361
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1881	1881	1900	1863	1863	1900	1881	1956	1900
Adj Flow Rate, veh/h	403	2182	87	213	2601	473	73	45	80	536	80	207
Adj No. of Lanes	1	3	0	1	3	0	1	1	0	2	1	0
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	2	2	2	1	1	1	2	2	2	1	1	1
Cap, veh/h	228	3092	123	235	2730	469	91	48	86	576	98	254
Arrive On Green	0.13	0.62	0.62	0.13	0.62	0.62	0.05	0.08	0.08	0.17	0.20	0.20
Sat Flow, veh/h	1774	5018	199	1792	4413	758	1774	603	1071	3476	484	1252
Grp Volume(v), veh/h	403	1471	798	213	1984	1090	73	0	125	536	0	287
Grp Sat Flow(s),veh/h/ln	1774	1695	1828	1792	1712	1747	1774	0	1674	1738	0	1736
Q Serve(g_s), s	20.6	47.1	47.6	18.8	84.1	99.0	6.5	0.0	11.9	24.3	0.0	25.3
Cycle Q Clear(g_c), s	20.6	47.1	47.6	18.8	84.1	99.0	6.5	0.0	11.9	24.3	0.0	25.3
Prop In Lane	1.00		0.11	1.00		0.43	1.00		0.64	1.00		0.72
Lane Grp Cap(c), veh/h	228	2089	1126	235	2118	1081	91	0	134	576	0	352
V/C Ratio(X)	1.76	0.70	0.71	0.91	0.94	1.01	0.80	0.00	0.93	0.93	0.00	0.81
Avail Cap(c_a), veh/h	228	2089	1126	287	2118	1081	157	0	134	584	0	352
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	69.7	20.8	20.9	68.5	27.7	30.5	75.1	0.0	73.2	65.8	0.0	60.9
Incr Delay (d2), s/veh	361.3	2.0	3.8	26.9	9.5	29.5	14.6	0.0	57.7	21.6	0.0	13.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	33.0	22.5	25.1	11.0	42.2	56.3	3.6	0.0	7.7	13.4	0.0	13.5
LnGrp Delay(d),s/veh	431.0	22.9	24.7	95.5	37.1	60.0	89.7	0.0	130.9	87.5	0.0	74.6
LnGrp LOS	F	C	C	F	D	F	F		F	F		E
Approach Vol, veh/h		2672			3287			198			823	
Approach Delay, s/veh		85.0			48.5			115.7			83.0	
Approach LOS		F			D			F			F	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	28.0	106.6	33.8	20.0	28.4	106.2	14.0	39.8
Change Period (Y+Rc), s	7.4	6.8	* 7.3	* 7.2	7.4	6.8	* 5.8	* 7.3
Max Green Setting (Gmax), s	20.6	72.2	* 27	* 13	25.6	67.2	* 14	* 26
Max Q Clear Time (g_c+I1), s	22.6	101.0	26.3	13.9	20.8	49.6	8.5	27.3
Green Ext Time (p_c), s	0.0	0.0	0.2	0.0	0.2	17.5	0.1	0.0

Intersection Summary	
HCM 2010 Ctrl Delay	68.4
HCM 2010 LOS	E

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

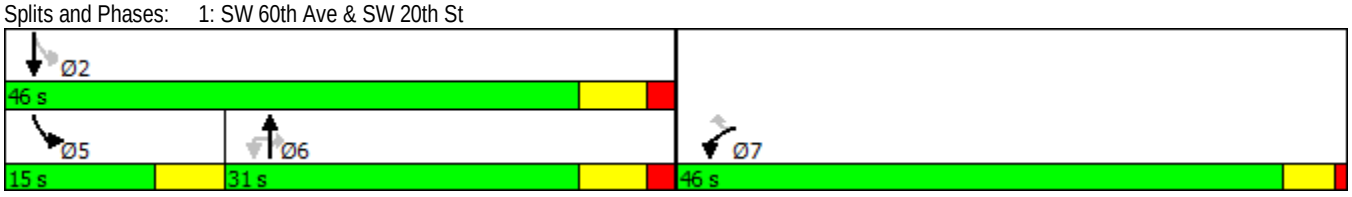
PM Peak Hour Future Year Background Traffic Conditions with Improvement

Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	529	291	3	808	336	163	1138
Future Volume (vph)	529	291	3	808	336	163	1138
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	3%	3%	3%	2%	2%
Adj. Flow (vph)	594	327	3	908	378	183	1279
Shared Lane Traffic (%)							
Lane Group Flow (vph)	594	327	3	908	378	183	1279
Turn Type	Prot	Perm	Perm	NA	Perm	pm+pt	NA
Protected Phases	7			6		5	2
Permitted Phases		7	6		6	2	
Detector Phase	7	7	6	6	6	5	2
Switch Phase							
Minimum Initial (s)	5.0	5.0	15.0	15.0	15.0	10.0	15.0
Minimum Split (s)	22.5	22.5	21.7	21.7	21.7	14.7	21.7
Total Split (s)	46.0	46.0	31.0	31.0	31.0	15.0	46.0
Total Split (%)	50.0%	50.0%	33.7%	33.7%	33.7%	16.3%	50.0%
Yellow Time (s)	3.5	3.5	4.7	4.7	4.7	4.7	4.7
All-Red Time (s)	1.0	1.0	2.0	2.0	2.0	0.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	6.7	6.7	6.7	4.7	6.7
Lead/Lag			Lag	Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	Yes	
Recall Mode	None	None	Min	Min	Min	None	Min
v/c Ratio	0.86	0.40	0.03	0.88	0.52	0.58	0.76
Control Delay	37.0	3.4	26.0	40.9	5.9	22.4	23.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	37.0	3.4	26.0	40.9	5.9	22.4	23.2
Queue Length 50th (ft)	277	0	1	238	0	52	281
Queue Length 95th (ft)	404	44	9	#400	64	#117	427
Internal Link Dist (ft)	2558			6545			3224
Turn Bay Length (ft)			185		295	190	
Base Capacity (vph)	892	960	97	1034	729	317	1689
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.67	0.34	0.03	0.88	0.52	0.58	0.76

Intersection Summary

Cycle Length: 92
Actuated Cycle Length: 83.1
Natural Cycle: 80
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: SW 60th Ave & SW 20th St



Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (veh/h)	529	291	3	808	336	163	1138
Future Volume (veh/h)	529	291	3	808	336	163	1138
Number	7	14		6	16	5	2
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00			1.00	1.00	
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863		1845	1845	1863	1863
Adj Flow Rate, veh/h	594	134		908	266	183	1279
Adj No. of Lanes	1	1		2	1	1	2
Peak Hour Factor	0.89	0.89		0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2		3	3	2	2
Cap, veh/h	656	585		1067	477	341	1729
Arrive On Green	0.37	0.37		0.30	0.30	0.12	0.49
Sat Flow, veh/h	1774	1583		3597	1568	1774	3632
Grp Volume(v), veh/h	594	134		908	266	183	1279
Grp Sat Flow(s),veh/h/ln	1774	1583		1752	1568	1774	1770
Q Serve(g_s), s	25.0	4.6		19.2	11.2	5.0	22.8
Cycle Q Clear(g_c), s	25.0	4.6		19.2	11.2	5.0	22.8
Prop In Lane	1.00	1.00			1.00	1.00	
Lane Grp Cap(c), veh/h	656	585		1067	477	341	1729
V/C Ratio(X)	0.91	0.23		0.85	0.56	0.54	0.74
Avail Cap(c_a), veh/h	933	833		1079	483	352	1762
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	23.6	17.1		25.8	23.0	17.0	16.2
Incr Delay (d2), s/veh	9.3	0.2		6.6	1.4	1.5	1.7
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	13.9	2.0		10.2	5.0	2.5	11.4
LnGrp Delay(d),s/veh	32.9	17.3		32.4	24.4	18.5	17.8
LnGrp LOS	C	B		C	C	B	B
Approach Vol, veh/h	728			1174			1462
Approach Delay, s/veh	30.0			30.6			17.9
Approach LOS	C			C			B

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		
Phs Duration (G+Y+Rc), s		45.2		33.7	14.5	30.7		
Change Period (Y+Rc), s		6.7		4.5	4.7	6.7		
Max Green Setting (Gmax), s		39.3		41.5	10.3	24.3		
Max Q Clear Time (g_c+I1), s		24.8		27.0	7.0	21.2		
Green Ext Time (p_c), s		11.5		2.1	0.1	2.8		

Intersection Summary	
HCM 2010 Ctrl Delay	24.9
HCM 2010 LOS	C

Notes

User approved ignoring U-Turning movement.

Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	50	659	4	899	27	85	157
Future Volume (vph)	50	659	4	899	27	85	157
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	1%	1%	1%	1%	1%	2%	2%
Adj. Flow (vph)	55	724	4	988	30	93	173
Shared Lane Traffic (%)							
Lane Group Flow (vph)	55	724	4	1018	0	93	173
Turn Type	pm+pt	NA	Perm	NA		Prot	Prot
Protected Phases	1	6		2		3	3
Permitted Phases	6		2				
Detector Phase	1	6	2	2		3	3
Switch Phase							
Minimum Initial (s)	5.0	5.0	5.0	5.0		5.0	5.0
Minimum Split (s)	11.3	24.3	24.3	24.3		11.3	11.3
Total Split (s)	12.0	50.0	38.0	38.0		20.0	20.0
Total Split (%)	17.1%	71.4%	54.3%	54.3%		28.6%	28.6%
Yellow Time (s)	4.3	4.3	4.3	4.3		4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0		2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3		6.3	6.3
Lead/Lag	Lead		Lag	Lag			
Lead-Lag Optimize?	Yes		Yes	Yes			
Recall Mode	None	Min	None	None		None	None
v/c Ratio	0.16	0.34	0.01	0.61		0.33	0.43
Control Delay	5.5	5.9	10.0	13.5		25.8	8.6
Queue Delay	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay	5.5	5.9	10.0	13.5		25.8	8.6
Queue Length 50th (ft)	6	49	1	139		28	0
Queue Length 95th (ft)	18	87	6	217		73	47
Internal Link Dist (ft)		4996		2796		1805	
Turn Bay Length (ft)	250		250				
Base Capacity (vph)	350	2939	446	2248		482	557
Starvation Cap Reductn	0	0	0	0		0	0
Spillback Cap Reductn	0	0	0	0		0	0
Storage Cap Reductn	0	0	0	0		0	0
Reduced v/c Ratio	0.16	0.25	0.01	0.45		0.19	0.31

Intersection Summary

Cycle Length: 70
Actuated Cycle Length: 53.1
Natural Cycle: 50
Control Type: Actuated-Uncoordinated

Splits and Phases: 3: SW 20th St & SW 44th Ave





Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (veh/h)	50	659	4	899	27	85	157
Future Volume (veh/h)	50	659	4	899	27	85	157
Number	1	6		2	12	3	18
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00				1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881		1881	1900	1863	1863
Adj Flow Rate, veh/h	55	724		988	30	93	173
Adj No. of Lanes	1	2		2	0	1	1
Peak Hour Factor	0.91	0.91		0.91	0.91	0.91	0.91
Percent Heavy Veh, %	1	1		1	1	2	2
Cap, veh/h	357	2201		1576	48	261	233
Arrive On Green	0.05	0.62		0.44	0.44	0.15	0.15
Sat Flow, veh/h	1792	3668		3636	108	1774	1583
Grp Volume(v), veh/h	55	724		499	519	93	173
Grp Sat Flow(s),veh/h/ln	1792	1787		1787	1862	1774	1583
Q Serve(g_s), s	0.8	5.2		11.4	11.4	2.5	5.6
Cycle Q Clear(g_c), s	0.8	5.2		11.4	11.4	2.5	5.6
Prop In Lane	1.00				0.06	1.00	1.00
Lane Grp Cap(c), veh/h	357	2201		795	828	261	233
V/C Ratio(X)	0.15	0.33		0.63	0.63	0.36	0.74
Avail Cap(c_a), veh/h	456	2938		1065	1110	457	408
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	7.8	4.9		11.4	11.4	20.4	21.7
Incr Delay (d2), s/veh	0.2	0.1		0.8	0.8	0.8	4.6
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	2.5		5.7	6.0	1.3	2.7
LnGrp Delay(d),s/veh	8.0	5.0		12.2	12.1	21.2	26.3
LnGrp LOS	A	A		B	B	C	C
Approach Vol, veh/h		779		1018		266	
Approach Delay, s/veh		5.2		12.2		24.5	
Approach LOS		A		B		C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2				6		8
Phs Duration (G+Y+Rc), s	9.1	30.0				39.0		14.1
Change Period (Y+Rc), s	6.3	6.3				6.3		6.3
Max Green Setting (Gmax), s	5.7	31.7				43.7		13.7
Max Q Clear Time (g_c+I1), s	2.8	13.4				7.2		7.6
Green Ext Time (p_c), s	0.0	10.2				14.3		0.4

Intersection Summary	
HCM 2010 Ctrl Delay	11.1
HCM 2010 LOS	B

Notes

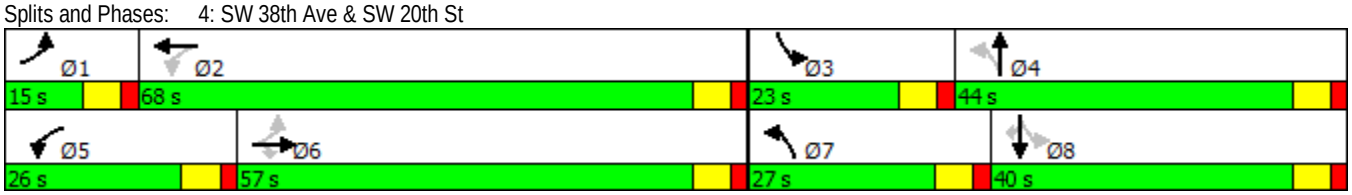
User approved ignoring U-Turning movement.

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	27	506	76	255	780	76	81	119	244	240	195	77
Future Volume (vph)	27	506	76	255	780	76	81	119	244	240	195	77
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	32	595	89	300	918	89	95	140	287	282	229	91
Shared Lane Traffic (%)												
Lane Group Flow (vph)	32	595	89	300	1007	0	95	427	0	282	229	91
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	11.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	15.0	57.0	57.0	26.0	68.0		27.0	44.0		23.0	40.0	40.0
Total Split (%)	10.0%	38.0%	38.0%	17.3%	45.3%		18.0%	29.3%		15.3%	26.7%	26.7%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.15	0.96	0.14	1.02	0.62		0.25	0.94		1.11	0.43	0.16
Control Delay	21.1	74.1	0.5	102.4	33.4		30.3	75.9		128.8	46.3	0.6
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	21.1	74.1	0.5	102.4	33.4		30.3	75.9		128.8	46.3	0.6
Queue Length 50th (ft)	15	564	0	~266	410		58	356		~266	182	0
Queue Length 95th (ft)	32	#720	0	#418	458		94	#501		#423	256	0
Internal Link Dist (ft)		2796			3003			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	241	658	664	293	1612		503	480		254	532	567
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.13	0.90	0.13	1.02	0.62		0.19	0.89		1.11	0.43	0.16

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 145.5
Natural Cycle: 110
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	27	506	76	255	780	76	81	119	244	240	195	77
Future Volume (veh/h)	27	506	76	255	780	76	81	119	244	240	195	77
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1900	1845	1845	1900	1863	1863	1863
Adj Flow Rate, veh/h	32	595	35	300	918	84	95	140	186	282	229	36
Adj No. of Lanes	1	1	1	1	2	0	1	1	0	1	1	1
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	1	1	1	1	1	1	3	3	3	2	2	2
Cap, veh/h	237	657	558	324	1501	137	349	154	205	295	523	445
Arrive On Green	0.03	0.35	0.35	0.13	0.45	0.45	0.06	0.21	0.21	0.12	0.28	0.28
Sat Flow, veh/h	1792	1881	1599	1792	3312	303	1757	720	956	1774	1863	1583
Grp Volume(v), veh/h	32	595	35	300	495	507	95	0	326	282	229	36
Grp Sat Flow(s),veh/h/ln	1792	1881	1599	1792	1787	1828	1757	0	1676	1774	1863	1583
Q Serve(g_s), s	1.6	41.2	2.0	15.6	28.7	28.7	5.7	0.0	25.9	16.7	13.8	2.3
Cycle Q Clear(g_c), s	1.6	41.2	2.0	15.6	28.7	28.7	5.7	0.0	25.9	16.7	13.8	2.3
Prop In Lane	1.00		1.00	1.00		0.17	1.00		0.57	1.00		1.00
Lane Grp Cap(c), veh/h	237	657	558	324	810	829	349	0	360	295	523	445
V/C Ratio(X)	0.14	0.91	0.06	0.93	0.61	0.61	0.27	0.00	0.91	0.95	0.44	0.08
Avail Cap(c_a), veh/h	304	697	593	349	810	829	516	0	462	295	523	445
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	28.0	42.4	29.6	34.8	28.3	28.3	38.6	0.0	52.4	37.7	40.3	36.2
Incr Delay (d2), s/veh	0.3	15.0	0.0	29.0	1.4	1.3	0.4	0.0	18.2	40.1	0.6	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	24.1	0.9	13.8	14.5	14.8	2.8	0.0	13.9	11.4	7.2	1.0
LnGrp Delay(d),s/veh	28.3	57.4	29.7	63.7	29.6	29.6	39.0	0.0	70.6	77.9	40.9	36.3
LnGrp LOS	C	E	C	E	C	C	D		E	E	D	D
Approach Vol, veh/h		662			1302			421			547	
Approach Delay, s/veh		54.5			37.5			63.5			59.7	
Approach LOS		D			D			E			E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	9.8	68.3	23.0	35.7	24.1	54.1	14.0	44.7
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	8.7	61.7	16.7	37.7	19.7	50.7	20.7	33.7
Max Q Clear Time (g_c+I1), s	3.6	30.7	18.7	27.9	17.6	43.2	7.7	15.8
Green Ext Time (p_c), s	0.0	12.1	0.0	1.4	0.2	4.6	0.2	3.4

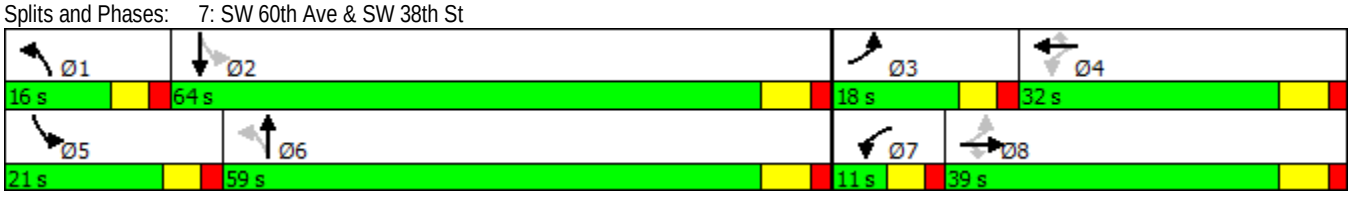
Intersection Summary	
HCM 2010 Ctrl Delay	49.2
HCM 2010 LOS	D

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	258	334	218	85	317	159	165	778	68	150	1039	309
Future Volume (vph)	258	334	218	85	317	159	165	778	68	150	1039	309
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	5%	5%	5%	2%	2%	2%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	287	371	242	94	352	177	183	864	76	167	1154	343
Shared Lane Traffic (%)												
Lane Group Flow (vph)	287	371	242	94	352	177	183	940	0	167	1497	0
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA	
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	8		8	4		4	6			2		
Detector Phase	3	8	8	7	4	4	1	6		5	2	
Switch Phase												
Minimum Initial (s)	5.0	10.0	10.0	5.0	10.0	10.0	7.0	25.0		7.0	25.0	
Minimum Split (s)	10.7	16.8	16.8	10.7	16.8	16.8	12.7	31.8		12.7	31.8	
Total Split (s)	18.0	39.0	39.0	11.0	32.0	32.0	16.0	59.0		21.0	64.0	
Total Split (%)	13.8%	30.0%	30.0%	8.5%	24.6%	24.6%	12.3%	45.4%		16.2%	49.2%	
Yellow Time (s)	3.7	4.8	4.8	3.7	4.8	4.8	3.7	4.8		3.7	4.8	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	5.7	6.8	6.8	5.7	6.8	6.8	5.7	6.8		5.7	6.8	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Recall Mode	None	None	None	None	None	None	None	Min		None	Min	
v/c Ratio	0.69	0.84	0.51	0.53	0.97	0.40	0.93	0.62		0.54	0.98	
Control Delay	40.3	64.0	23.5	44.3	92.6	9.3	80.5	31.0		19.9	53.2	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	40.3	64.0	23.5	44.3	92.6	9.3	80.5	31.0		19.9	53.2	
Queue Length 50th (ft)	89	298	80	55	298	1	103	316		64	632	
Queue Length 95th (ft)	126	#455	166	97	#494	64	#257	408		101	#808	
Internal Link Dist (ft)		3446			2567			4365			6545	
Turn Bay Length (ft)	200		25	310		25	190			185		
Base Capacity (vph)	427	450	478	178	362	448	197	1506		365	1531	
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Reduced v/c Ratio	0.67	0.82	0.51	0.53	0.97	0.40	0.93	0.62		0.46	0.98	

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 129.5
Natural Cycle: 110
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 7: SW 60th Ave & SW 38th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	258	334	218	85	317	159	165	778	68	150	1039	309
Future Volume (veh/h)	258	334	218	85	317	159	165	778	68	150	1039	309
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1810	1810	1810	1863	1863	1863	1845	1845	1900	1863	1863	1900
Adj Flow Rate, veh/h	287	371	210	94	352	136	183	864	73	167	1154	305
Adj No. of Lanes	2	1	1	1	1	1	1	2	0	1	2	0
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	5	5	5	2	2	2	3	3	3	2	2	2
Cap, veh/h	416	437	371	169	372	316	208	1472	124	329	1221	319
Arrive On Green	0.08	0.24	0.24	0.04	0.20	0.20	0.08	0.45	0.45	0.07	0.44	0.44
Sat Flow, veh/h	3343	1810	1538	1774	1863	1583	1757	3272	276	1774	2778	726
Grp Volume(v), veh/h	287	371	210	94	352	136	183	463	474	167	730	729
Grp Sat Flow(s),veh/h/ln	1672	1810	1538	1774	1863	1583	1757	1752	1796	1774	1770	1735
Q Serve(g_s), s	8.3	24.7	15.1	5.3	23.5	9.5	8.0	24.9	24.9	6.4	49.7	51.2
Cycle Q Clear(g_c), s	8.3	24.7	15.1	5.3	23.5	9.5	8.0	24.9	24.9	6.4	49.7	51.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.15	1.00		0.42
Lane Grp Cap(c), veh/h	416	437	371	169	372	316	208	789	808	329	778	762
V/C Ratio(X)	0.69	0.85	0.57	0.55	0.95	0.43	0.88	0.59	0.59	0.51	0.94	0.96
Avail Cap(c_a), veh/h	463	462	393	169	372	316	213	789	808	423	802	786
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	37.0	45.7	42.1	40.1	49.8	44.2	32.6	25.9	25.9	19.9	33.7	34.2
Incr Delay (d2), s/veh	3.8	13.4	1.7	3.9	32.9	0.9	31.4	1.1	1.1	1.2	18.4	21.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.0	14.0	6.6	2.8	15.5	4.2	8.1	12.2	12.5	3.2	28.1	29.1
LnGrp Delay(d),s/veh	40.8	59.1	43.7	44.1	82.8	45.1	64.0	27.1	27.0	21.1	52.1	55.8
LnGrp LOS	D	E	D	D	F	D	E	C	C	C	D	E
Approach Vol, veh/h		868			582			1120			1626	
Approach Delay, s/veh		49.3			67.7			33.1			50.6	
Approach LOS		D			E			C			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	15.7	62.3	16.2	32.0	14.3	63.6	11.0	37.2
Change Period (Y+Rc), s	* 5.7	6.8	* 5.7	6.8	* 5.7	6.8	* 5.7	6.8
Max Green Setting (Gmax), s	* 10	57.2	* 12	25.2	* 15	52.2	* 5.3	32.2
Max Q Clear Time (g_c+I1), s	10.0	53.2	10.3	25.5	8.4	26.9	7.3	26.7
Green Ext Time (p_c), s	0.0	2.3	0.2	0.0	0.2	17.5	0.0	2.5

Intersection Summary	
HCM 2010 Ctrl Delay	48.0
HCM 2010 LOS	D

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	39	435	21	19	530	92	46	18	23	83	22	40
Future Volume (vph)	39	435	21	19	530	92	46	18	23	83	22	40
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	4%	4%	4%	2%	2%	2%	0%	0%	0%	4%	4%	4%
Adj. Flow (vph)	40	448	22	20	546	95	47	19	24	86	23	41
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	510	0	0	661	0	0	90	0	0	150	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		8			4			6			2	
Permitted Phases	8			4			6			2		
Detector Phase	8	8		4	4		6	6		2	2	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	25.0	25.0		25.0	25.0		20.0	20.0		20.0	20.0	
Total Split (s)	35.0	35.0		35.0	35.0		20.0	20.0		20.0	20.0	
Total Split (%)	63.6%	63.6%		63.6%	63.6%		36.4%	36.4%		36.4%	36.4%	
Yellow Time (s)	4.8	4.8		4.8	4.8		4.8	4.8		4.8	4.8	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)		0.0			0.0			0.0			0.0	
Total Lost Time (s)		6.8			6.8			6.8			6.8	
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	None	None		None	None		Min	Min		Min	Min	
v/c Ratio		0.66			0.79			0.29			0.48	
Control Delay		13.7			17.3			15.7			19.8	
Queue Delay		0.0			0.0			0.0			0.0	
Total Delay		13.7			17.3			15.7			19.8	
Queue Length 50th (ft)		85			118			14			26	
Queue Length 95th (ft)		186			256			48			77	
Internal Link Dist (ft)		1473			795			863			1230	
Turn Bay Length (ft)												
Base Capacity (vph)		1117			1205			453			448	
Starvation Cap Reductn		0			0			0			0	
Spillback Cap Reductn		0			0			0			0	
Storage Cap Reductn		0			0			0			0	
Reduced v/c Ratio		0.46			0.55			0.20			0.33	

Intersection Summary
Cycle Length: 55
Actuated Cycle Length: 44.1
Natural Cycle: 55
Control Type: Actuated-Uncoordinated

Splits and Phases: 8: SW 43rd Ct & SW 40th Ct



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	39	435	21	19	530	92	46	18	23	83	22	40
Future Volume (veh/h)	39	435	21	19	530	92	46	18	23	83	22	40
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1900	1827	1900	1900	1863	1900	1900	1900	1900	1900	1827	1900
Adj Flow Rate, veh/h	40	448	22	20	546	95	47	19	24	86	23	41
Adj No. of Lanes	0	1	0	0	1	0	0	1	0	0	1	0
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	4	4	4	2	2	2	0	0	0	4	4	4
Cap, veh/h	130	804	38	103	764	130	239	92	71	262	55	66
Arrive On Green	0.50	0.50	0.50	0.50	0.50	0.50	0.16	0.16	0.16	0.16	0.16	0.16
Sat Flow, veh/h	66	1597	75	20	1518	258	652	589	451	767	349	420
Grp Volume(v), veh/h	510	0	0	661	0	0	90	0	0	150	0	0
Grp Sat Flow(s),veh/h/ln	1737	0	0	1796	0	0	1693	0	0	1537	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.7	0.0	0.0
Cycle Q Clear(g_c), s	7.8	0.0	0.0	11.4	0.0	0.0	1.8	0.0	0.0	3.5	0.0	0.0
Prop In Lane	0.08		0.04	0.03		0.14	0.52		0.27	0.57		0.27
Lane Grp Cap(c), veh/h	971	0	0	997	0	0	402	0	0	382	0	0
V/C Ratio(X)	0.53	0.00	0.00	0.66	0.00	0.00	0.22	0.00	0.00	0.39	0.00	0.00
Avail Cap(c_a), veh/h	1304	0	0	1354	0	0	665	0	0	634	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	6.9	0.0	0.0	7.7	0.0	0.0	15.0	0.0	0.0	15.6	0.0	0.0
Incr Delay (d2), s/veh	0.4	0.0	0.0	0.8	0.0	0.0	0.3	0.0	0.0	0.7	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.9	0.0	0.0	5.7	0.0	0.0	0.9	0.0	0.0	1.6	0.0	0.0
LnGrp Delay(d),s/veh	7.3	0.0	0.0	8.5	0.0	0.0	15.2	0.0	0.0	16.3	0.0	0.0
LnGrp LOS	A			A			B			B		
Approach Vol, veh/h		510			661			90			150	
Approach Delay, s/veh		7.3			8.5			15.2			16.3	
Approach LOS		A			A			B			B	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4		6		8
Phs Duration (G+Y+Rc), s		13.0		26.9		13.0		26.9
Change Period (Y+Rc), s		6.8		6.8		6.8		6.8
Max Green Setting (Gmax), s		13.2		28.2		13.2		28.2
Max Q Clear Time (g_c+I1), s		5.5		13.4		3.8		9.8
Green Ext Time (p_c), s		0.8		6.7		0.9		7.6

Intersection Summary	
HCM 2010 Ctrl Delay	9.3
HCM 2010 LOS	A

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	395	2138	94	209	2549	506	72	44	145	525	78	361
Future Volume (vph)	395	2138	94	209	2549	506	72	44	145	525	78	361
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	403	2182	96	213	2601	516	73	45	148	536	80	368
Shared Lane Traffic (%)												
Lane Group Flow (vph)	403	2278	0	213	2601	516	73	193	0	536	80	368
Turn Type	Prot	NA		Prot	NA	Perm	Prot	NA		Prot	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases						2						8
Detector Phase	1	6		5	2	2	7	4		3	8	8
Switch Phase												
Minimum Initial (s)	7.0	20.0		7.0	20.0	20.0	7.0	7.0		7.0	7.0	7.0
Minimum Split (s)	14.4	38.8		14.4	37.8	37.8	12.8	14.2		13.1	14.3	14.3
Total Split (s)	28.0	74.0		33.0	79.0	79.0	20.0	20.0		33.0	33.0	33.0
Total Split (%)	17.5%	46.3%		20.6%	49.4%	49.4%	12.5%	12.5%		20.6%	20.6%	20.6%
Yellow Time (s)	4.8	4.8		4.8	4.8	4.8	3.7	3.7		3.7	3.7	3.7
All-Red Time (s)	2.6	2.0		2.6	2.0	2.0	2.1	3.5		2.4	3.6	3.6
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	7.4	6.8		7.4	6.8	6.8	5.8	7.2		6.1	7.3	7.3
Lead/Lag	Lead	Lag		Lead	Lag	Lag	Lead	Lead		Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Recall Mode	None	C-Min		None	C-Min	C-Min	None	None		None	None	None
v/c Ratio	0.92	1.02		0.84	1.11	0.65	0.58	0.94		0.93	0.21	0.76
Control Delay	88.6	51.6		93.2	98.3	29.1	89.3	91.0		89.7	59.1	31.6
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Delay	88.6	51.6		93.2	98.3	29.1	89.3	91.0		89.7	59.1	31.6
Queue Length 50th (ft)	228	~924		217	~1145	317	75	122		288	73	124
Queue Length 95th (ft)	m225	m#378		#327	#1222	452	132	#285		#394	128	#264
Internal Link Dist (ft)		663			2272			411			708	
Turn Bay Length (ft)	290			500		25	170			260		25
Base Capacity (vph)	441	2227		285	2336	797	157	205		582	373	483
Starvation Cap Reductn	0	0		0	0	0	0	0		0	0	0
Spillback Cap Reductn	0	0		0	0	0	0	0		0	0	0
Storage Cap Reductn	0	0		0	0	0	0	0		0	0	0
Reduced v/c Ratio	0.91	1.02		0.75	1.11	0.65	0.46	0.94		0.92	0.21	0.76

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 116 (73%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 9: SW 38th Ct & SR 200



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	395	2138	94	209	2549	506	72	44	145	525	78	361
Future Volume (veh/h)	395	2138	94	209	2549	506	72	44	145	525	78	361
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1881	1881	1881	1863	1863	1900	1881	1956	1881
Adj Flow Rate, veh/h	403	2182	87	213	2601	383	73	45	80	536	80	126
Adj No. of Lanes	2	3	0	1	3	1	1	1	0	2	1	1
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	2	2	2	1	1	1	2	2	2	1	1	1
Cap, veh/h	441	2989	119	235	3074	957	91	48	86	576	397	324
Arrive On Green	0.13	0.60	0.60	0.13	0.60	0.60	0.05	0.08	0.08	0.17	0.20	0.20
Sat Flow, veh/h	3442	5018	199	1792	5136	1599	1774	603	1071	3476	1956	1599
Grp Volume(v), veh/h	403	1471	798	213	2601	383	73	0	125	536	80	126
Grp Sat Flow(s),veh/h/ln	1721	1695	1828	1792	1712	1599	1774	0	1674	1738	1956	1599
Q Serve(g_s), s	18.5	49.6	50.1	18.8	65.9	20.2	6.5	0.0	11.9	24.3	5.4	10.9
Cycle Q Clear(g_c), s	18.5	49.6	50.1	18.8	65.9	20.2	6.5	0.0	11.9	24.3	5.4	10.9
Prop In Lane	1.00		0.11	1.00		1.00	1.00		0.64	1.00		1.00
Lane Grp Cap(c), veh/h	441	2019	1089	235	3074	957	91	0	134	576	397	324
V/C Ratio(X)	0.91	0.73	0.73	0.91	0.85	0.40	0.80	0.00	0.93	0.93	0.20	0.39
Avail Cap(c_a), veh/h	443	2019	1089	287	3074	957	157	0	134	584	397	324
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	68.9	23.1	23.2	68.5	26.1	16.9	75.1	0.0	73.2	65.9	53.0	55.2
Incr Delay (d2), s/veh	23.1	2.3	4.4	26.9	3.1	1.2	14.6	0.0	57.7	21.7	0.2	0.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	10.2	23.7	26.6	11.0	31.9	9.3	3.6	0.0	7.7	13.4	3.0	4.9
LnGrp Delay(d),s/veh	92.0	25.5	27.6	95.5	29.2	18.2	89.7	0.0	130.9	87.5	53.3	55.9
LnGrp LOS	F	C	C	F	C	B	F		F	F	D	E
Approach Vol, veh/h		2672			3197			198			742	
Approach Delay, s/veh		36.1			32.3			115.7			78.5	
Approach LOS		D			C			F			E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	27.9	103.3	33.8	20.0	28.4	102.8	14.0	39.8
Change Period (Y+Rc), s	7.4	6.8	* 7.3	* 7.2	7.4	6.8	* 5.8	* 7.3
Max Green Setting (Gmax), s	20.6	72.2	* 27	* 13	25.6	67.2	* 14	* 26
Max Q Clear Time (g_c+I1), s	20.5	67.9	26.3	13.9	20.8	52.1	8.5	12.9
Green Ext Time (p_c), s	0.0	4.3	0.2	0.0	0.2	15.0	0.1	2.4

Intersection Summary	
HCM 2010 Ctrl Delay	41.3
HCM 2010 LOS	D

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

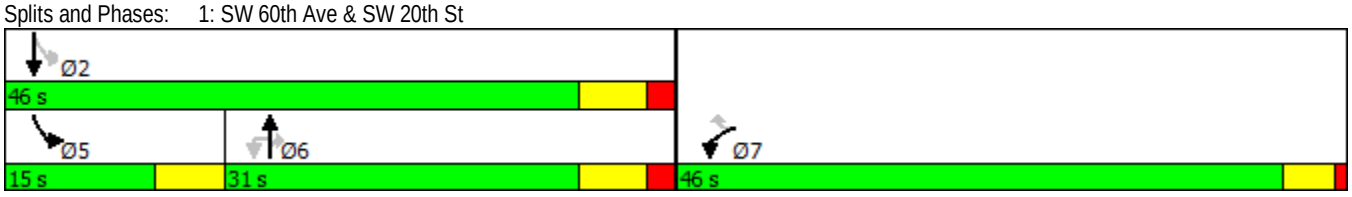
PM Peak Hour Buildout Traffic Conditions (with Background Improvement)

Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	606	335	3	808	431	218	1138
Future Volume (vph)	606	335	3	808	431	218	1138
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	3%	3%	3%	2%	2%
Adj. Flow (vph)	681	376	3	908	484	245	1279
Shared Lane Traffic (%)							
Lane Group Flow (vph)	681	376	3	908	484	245	1279
Turn Type	Prot	Perm	Perm	NA	Perm	pm+pt	NA
Protected Phases	7			6		5	2
Permitted Phases		7	6		6	2	
Detector Phase	7	7	6	6	6	5	2
Switch Phase							
Minimum Initial (s)	5.0	5.0	15.0	15.0	15.0	10.0	15.0
Minimum Split (s)	22.5	22.5	21.7	21.7	21.7	14.7	21.7
Total Split (s)	46.0	46.0	31.0	31.0	31.0	15.0	46.0
Total Split (%)	50.0%	50.0%	33.7%	33.7%	33.7%	16.3%	50.0%
Yellow Time (s)	3.5	3.5	4.7	4.7	4.7	4.7	4.7
All-Red Time (s)	1.0	1.0	2.0	2.0	2.0	0.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	6.7	6.7	6.7	4.7	6.7
Lead/Lag			Lag	Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	Yes	
Recall Mode	None	None	Min	Min	Min	None	Min
v/c Ratio	0.91	0.44	0.04	0.93	0.62	0.82	0.80
Control Delay	42.2	4.6	26.7	49.2	6.6	41.5	26.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	42.2	4.6	26.7	49.2	6.6	41.5	26.7
Queue Length 50th (ft)	342	14	1	276	0	88	342
Queue Length 95th (ft)	#546	64	9	#400	73	#215	427
Internal Link Dist (ft)	2558			6545			3224
Turn Bay Length (ft)			185		295	190	
Base Capacity (vph)	841	926	84	975	785	299	1593
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.81	0.41	0.04	0.93	0.62	0.82	0.80

Intersection Summary

Cycle Length: 92
Actuated Cycle Length: 87.7
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: SW 60th Ave & SW 20th St



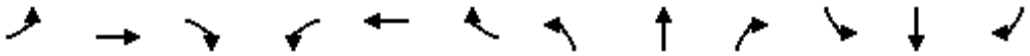
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (veh/h)	606	335	3	808	431	218	1138
Future Volume (veh/h)	606	335	3	808	431	218	1138
Number	7	14		6	16	5	2
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00			1.00	1.00	
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863		1845	1845	1863	1863
Adj Flow Rate, veh/h	681	183		908	372	245	1279
Adj No. of Lanes	1	1		2	1	1	2
Peak Hour Factor	0.89	0.89		0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2		3	3	2	2
Cap, veh/h	733	654		995	445	306	1612
Arrive On Green	0.41	0.41		0.28	0.28	0.12	0.46
Sat Flow, veh/h	1774	1583		3597	1568	1774	3632
Grp Volume(v), veh/h	681	183		908	372	245	1279
Grp Sat Flow(s),veh/h/ln	1774	1583		1752	1568	1774	1770
Q Serve(g_s), s	31.2	6.5		21.4	19.0	7.9	26.3
Cycle Q Clear(g_c), s	31.2	6.5		21.4	19.0	7.9	26.3
Prop In Lane	1.00	1.00			1.00	1.00	
Lane Grp Cap(c), veh/h	733	654		995	445	306	1612
V/C Ratio(X)	0.93	0.28		0.91	0.84	0.80	0.79
Avail Cap(c_a), veh/h	862	769		997	446	313	1628
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	23.9	16.6		29.6	28.7	20.4	19.8
Incr Delay (d2), s/veh	14.7	0.2		12.4	13.0	13.6	2.8
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	18.1	6.9		12.1	16.7	5.0	13.4
LnGrp Delay(d),s/veh	38.6	16.9		41.9	41.7	34.0	22.6
LnGrp LOS	D	B		D	D	C	C
Approach Vol, veh/h	864			1280			1524
Approach Delay, s/veh	34.0			41.9			24.4
Approach LOS	C			D			C

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		
Phs Duration (G+Y+Rc), s		45.6		39.8	14.7	30.9		
Change Period (Y+Rc), s		6.7		4.5	4.7	6.7		
Max Green Setting (Gmax), s		39.3		41.5	10.3	24.3		
Max Q Clear Time (g_c+I1), s		28.3		33.2	9.9	23.4		
Green Ext Time (p_c), s		9.3		2.1	0.0	0.9		

Intersection Summary	
HCM 2010 Ctrl Delay	32.8
HCM 2010 LOS	C

Notes

User approved ignoring U-Turning movement.



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	28	621	96	168	888	45	129	2	62	19	2	22
Future Volume (vph)	28	621	96	168	888	45	129	2	62	19	2	22
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Heavy Vehicles (%)	1%	1%	1%	2%	2%	2%	0%	0%	0%	3%	3%	3%
Adj. Flow (vph)	33	739	114	200	1057	54	154	2	74	23	2	26
Shared Lane Traffic (%)												
Lane Group Flow (vph)	33	853	0	200	1111	0	0	230	0	0	51	0
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	172.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	28	621	96	168	888	45	129	2	62	19	2	22
Future Vol, veh/h	28	621	96	168	888	45	129	2	62	19	2	22
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	225	-	-	225	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	84	84	84	84	84	84	84	84	84
Heavy Vehicles, %	1	1	1	2	2	2	0	0	0	3	3	3
Mvmt Flow	33	739	114	200	1057	54	154	2	74	23	2	26

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1111	0	0	854	0	0	1793	2374	427	1922	2404	555
Stage 1	-	-	-	-	-	-	863	863	-	1484	1484	-
Stage 2	-	-	-	-	-	-	930	1511	-	438	920	-
Critical Hdwy	4.12	-	-	4.14	-	-	7.5	6.5	6.9	7.56	6.56	6.96
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.56	5.56	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.56	5.56	-
Follow-up Hdwy	2.21	-	-	2.22	-	-	3.5	4	3.3	3.53	4.03	3.33
Pot Cap-1 Maneuver	630	-	-	781	-	-	~ 52	35	582	40	32	473
Stage 1	-	-	-	-	-	-	320	374	-	130	185	-
Stage 2	-	-	-	-	-	-	291	185	-	565	346	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	630	-	-	781	-	-	~ 35	25	582	25	23	473
Mov Cap-2 Maneuver	-	-	-	-	-	-	~ 35	25	-	25	23	-
Stage 1	-	-	-	-	-	-	303	354	-	123	138	-
Stage 2	-	-	-	-	-	-	201	138	-	464	328	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.4	1.7	$ 1782.2	285.3
HCM LOS			F	F

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	50	630	-	-	781	-	-	48
HCM Lane V/C Ratio	4.595	0.053	-	-	0.256	-	-	1.066
HCM Control Delay (s)	$ 1782.2	11	-	-	11.2	-	-	285.3
HCM Lane LOS	F	B	-	-	B	-	-	F
HCM 95th %tile Q(veh)	25.8	0.2	-	-	1	-	-	4.6

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	69	743	4	1003	27	85	180
Future Volume (vph)	69	743	4	1003	27	85	180
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	1%	1%	1%	1%	1%	2%	2%
Adj. Flow (vph)	76	816	4	1102	30	93	198
Shared Lane Traffic (%)							
Lane Group Flow (vph)	76	816	4	1132	0	93	198
Turn Type	pm+pt	NA	Perm	NA		Prot	Prot
Protected Phases	1	6		2		3	3
Permitted Phases	6		2				
Detector Phase	1	6	2	2		3	3
Switch Phase							
Minimum Initial (s)	5.0	5.0	5.0	5.0		5.0	5.0
Minimum Split (s)	11.3	24.3	24.3	24.3		11.3	11.3
Total Split (s)	12.0	50.0	38.0	38.0		20.0	20.0
Total Split (%)	17.1%	71.4%	54.3%	54.3%		28.6%	28.6%
Yellow Time (s)	4.3	4.3	4.3	4.3		4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0		2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3		6.3	6.3
Lead/Lag	Lead		Lag	Lag			
Lead-Lag Optimize?	Yes		Yes	Yes			
Recall Mode	None	Min	None	None		None	None
v/c Ratio	0.24	0.37	0.01	0.63		0.34	0.48
Control Delay	6.2	5.9	10.0	13.7		27.3	9.0
Queue Delay	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay	6.2	5.9	10.0	13.7		27.3	9.0
Queue Length 50th (ft)	8	58	1	163		31	0
Queue Length 95th (ft)	23	101	6	252		73	50
Internal Link Dist (ft)		4996		2796		1805	
Turn Bay Length (ft)	250		250				
Base Capacity (vph)	322	2843	377	2080		446	547
Starvation Cap Reductn	0	0	0	0		0	0
Spillback Cap Reductn	0	0	0	0		0	0
Storage Cap Reductn	0	0	0	0		0	0
Reduced v/c Ratio	0.24	0.29	0.01	0.54		0.21	0.36

Intersection Summary

Cycle Length: 70
Actuated Cycle Length: 56.3
Natural Cycle: 60
Control Type: Actuated-Uncoordinated

Splits and Phases: 3: SW 20th St & SW 44th Ave





Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (veh/h)	69	743	4	1003	27	85	180
Future Volume (veh/h)	69	743	4	1003	27	85	180
Number	1	6		2	12	3	18
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00				1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881		1881	1900	1863	1863
Adj Flow Rate, veh/h	76	816		1102	30	93	198
Adj No. of Lanes	1	2		2	0	1	1
Peak Hour Factor	0.91	0.91		0.91	0.91	0.91	0.91
Percent Heavy Veh, %	1	1		1	1	2	2
Cap, veh/h	337	2229		1617	44	284	253
Arrive On Green	0.06	0.62		0.45	0.45	0.16	0.16
Sat Flow, veh/h	1792	3668		3649	97	1774	1583
Grp Volume(v), veh/h	76	816		554	578	93	198
Grp Sat Flow(s),veh/h/ln	1792	1787		1787	1864	1774	1583
Q Serve(g_s), s	1.2	6.5		14.3	14.3	2.7	7.0
Cycle Q Clear(g_c), s	1.2	6.5		14.3	14.3	2.7	7.0
Prop In Lane	1.00				0.05	1.00	1.00
Lane Grp Cap(c), veh/h	337	2229		813	848	284	253
V/C Ratio(X)	0.23	0.37		0.68	0.68	0.33	0.78
Avail Cap(c_a), veh/h	404	2682		973	1015	417	373
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	8.8	5.3		12.5	12.5	21.7	23.5
Incr Delay (d2), s/veh	0.3	0.1		1.5	1.5	0.7	6.4
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	3.2		7.3	7.6	1.4	3.5
LnGrp Delay(d),s/veh	9.2	5.4		14.1	14.0	22.4	29.9
LnGrp LOS	A	A		B	B	C	C
Approach Vol, veh/h		892		1132		291	
Approach Delay, s/veh		5.8		14.0		27.5	
Approach LOS		A		B		C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2				6		8
Phs Duration (G+Y+Rc), s	9.8	32.8				42.6		15.6
Change Period (Y+Rc), s	6.3	6.3				6.3		6.3
Max Green Setting (Gmax), s	5.7	31.7				43.7		13.7
Max Q Clear Time (g_c+I1), s	3.2	16.3				8.5		9.0
Green Ext Time (p_c), s	0.0	10.2				16.7		0.4

Intersection Summary	
HCM 2010 Ctrl Delay	12.5
HCM 2010 LOS	B

Notes

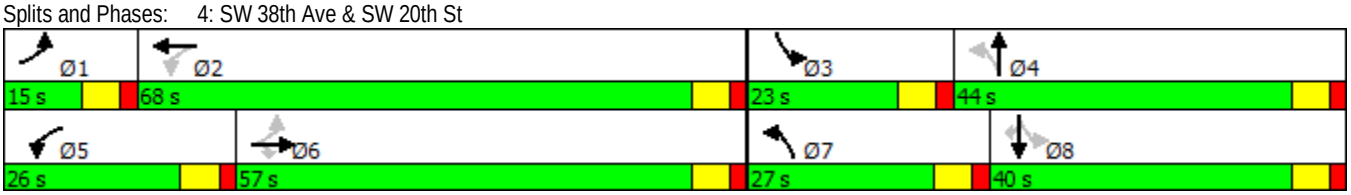
User approved ignoring U-Turning movement.

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	41	574	76	255	864	76	81	119	244	240	195	94
Future Volume (vph)	41	574	76	255	864	76	81	119	244	240	195	94
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	48	675	89	300	1016	89	95	140	287	282	229	111
Shared Lane Traffic (%)												
Lane Group Flow (vph)	48	675	89	300	1105	0	95	427	0	282	229	111
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	11.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	15.0	57.0	57.0	26.0	68.0		27.0	44.0		23.0	40.0	40.0
Total Split (%)	10.0%	38.0%	38.0%	17.3%	45.3%		18.0%	29.3%		15.3%	26.7%	26.7%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.25	1.05	0.14	1.05	0.71		0.25	0.95		1.13	0.44	0.20
Control Delay	23.1	95.6	0.4	108.9	37.6		30.7	77.8		136.4	47.0	2.0
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	23.1	95.6	0.4	108.9	37.6		30.7	77.8		136.4	47.0	2.0
Queue Length 50th (ft)	23	~724	0	~271	473		58	356		~266	182	0
Queue Length 95th (ft)	43	#879	0	#423	521		94	#501		#423	256	4
Internal Link Dist (ft)		2796			3003			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	206	644	653	287	1567		493	471		249	526	562
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.23	1.05	0.14	1.05	0.71		0.19	0.91		1.13	0.44	0.20

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 148.1
Natural Cycle: 110
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	41	574	76	255	864	76	81	119	244	240	195	94
Future Volume (veh/h)	41	574	76	255	864	76	81	119	244	240	195	94
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1900	1845	1845	1900	1863	1863	1863
Adj Flow Rate, veh/h	48	675	35	300	1016	84	95	140	186	282	229	56
Adj No. of Lanes	1	1	1	1	2	0	1	1	0	1	1	1
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	1	1	1	1	1	1	3	3	3	2	2	2
Cap, veh/h	222	668	568	298	1550	128	335	153	204	282	511	435
Arrive On Green	0.03	0.36	0.36	0.14	0.46	0.46	0.06	0.21	0.21	0.12	0.27	0.27
Sat Flow, veh/h	1792	1881	1599	1792	3343	276	1757	720	956	1774	1863	1583
Grp Volume(v), veh/h	48	675	35	300	543	557	95	0	326	282	229	56
Grp Sat Flow(s),veh/h/ln	1792	1881	1599	1792	1787	1832	1757	0	1676	1774	1863	1583
Q Serve(g_s), s	2.4	50.7	2.1	19.7	33.4	33.4	6.0	0.0	27.1	16.7	14.5	3.8
Cycle Q Clear(g_c), s	2.4	50.7	2.1	19.7	33.4	33.4	6.0	0.0	27.1	16.7	14.5	3.8
Prop In Lane	1.00		1.00	1.00		0.15	1.00		0.57	1.00		1.00
Lane Grp Cap(c), veh/h	222	668	568	298	828	849	335	0	357	282	511	435
V/C Ratio(X)	0.22	1.01	0.06	1.01	0.66	0.66	0.28	0.00	0.91	1.00	0.45	0.13
Avail Cap(c_a), veh/h	278	668	568	298	828	849	492	0	443	282	511	435
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	29.0	46.0	30.3	47.9	29.5	29.5	40.5	0.0	54.9	41.2	42.8	38.9
Incr Delay (d2), s/veh	0.5	37.3	0.0	54.1	1.9	1.8	0.5	0.0	20.4	53.3	0.6	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.2	33.1	0.9	16.1	16.9	17.3	2.9	0.0	14.6	7.1	7.5	1.7
LnGrp Delay(d),s/veh	29.5	83.3	30.4	102.0	31.4	31.3	40.9	0.0	75.2	94.5	43.4	39.1
LnGrp LOS	C	F	C	F	C	C	D		E	F	D	D
Approach Vol, veh/h		758			1400			421			567	
Approach Delay, s/veh		77.5			46.5			67.5			68.4	
Approach LOS		E			D			E			E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	10.6	72.4	23.0	36.7	26.0	57.0	14.2	45.5
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	8.7	61.7	16.7	37.7	19.7	50.7	20.7	33.7
Max Q Clear Time (g_c+I1), s	4.4	35.4	18.7	29.1	21.7	52.7	8.0	16.5
Green Ext Time (p_c), s	0.0	13.0	0.0	1.3	0.0	0.0	0.2	3.4

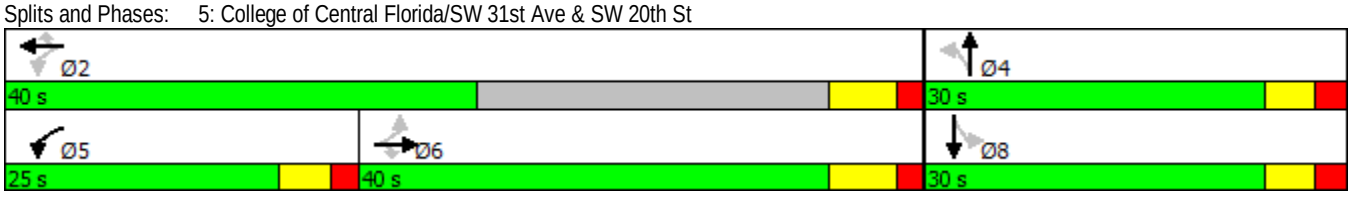
Intersection Summary	
HCM 2010 Ctrl Delay	60.7
HCM 2010 LOS	E

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	39	737	65	109	721	78	62	62	120	77	94	105
Future Volume (vph)	39	737	65	109	721	78	62	62	120	77	94	105
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	45	857	76	127	838	91	72	72	140	90	109	122
Shared Lane Traffic (%)												
Lane Group Flow (vph)	45	857	76	127	838	91	72	212	0	90	231	0
Turn Type	Perm	NA	Perm	pm+pt	NA	Perm	Perm	NA		Perm	NA	
Protected Phases		6		5	2			4			8	
Permitted Phases	6		6	2		2	4			8		
Detector Phase	6	6	6	5	2	2	4	4		8	8	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	5.0	15.0	15.0	8.0	8.0		8.0	8.0	
Minimum Split (s)	28.7	28.7	28.7	10.6	28.7	28.7	27.0	27.0		27.0	27.0	
Total Split (s)	40.0	40.0	40.0	25.0	40.0	40.0	30.0	30.0		30.0	30.0	
Total Split (%)	42.1%	42.1%	42.1%	26.3%	42.1%	42.1%	31.6%	31.6%		31.6%	31.6%	
Yellow Time (s)	4.7	4.7	4.7	3.6	4.7	4.7	3.6	3.6		3.6	3.6	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.4	2.4		2.4	2.4	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.7	6.7	6.7	5.6	6.7	6.7	6.0	6.0		6.0	6.0	
Lead/Lag	Lag	Lag	Lag	Lead								
Lead-Lag Optimize?	Yes	Yes	Yes	Yes								
Recall Mode	Min	Min	Min	None	Min	Min	None	None		None	None	
v/c Ratio	0.16	0.96	0.09	0.39	0.70	0.09	0.44	0.54		0.50	0.64	
Control Delay	16.3	45.1	2.6	10.3	13.2	1.8	36.0	20.7		37.8	29.8	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	16.3	45.1	2.6	10.3	13.2	1.8	36.0	20.7		37.8	29.8	
Queue Length 50th (ft)	11	368	0	17	204	0	29	46		37	73	
Queue Length 95th (ft)	38	#716	15	51	393	15	67	103		80	139	
Internal Link Dist (ft)		3003			1127			192			432	
Turn Bay Length (ft)	150		150	350		200	200			150		
Base Capacity (vph)	287	894	812	566	1535	1322	311	645		338	625	
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Reduced v/c Ratio	0.16	0.96	0.09	0.22	0.55	0.07	0.23	0.33		0.27	0.37	

Intersection Summary

Cycle Length: 95
Actuated Cycle Length: 71.6
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 5: College of Central Florida/SW 31st Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	39	737	65	109	721	78	62	62	120	77	94	105
Future Volume (veh/h)	39	737	65	109	721	78	62	62	120	77	94	105
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1881	1881	1881	1900	1863	1863	1900
Adj Flow Rate, veh/h	45	857	52	127	838	72	72	72	105	90	109	92
Adj No. of Lanes	1	1	1	1	1	1	1	1	0	1	1	0
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	1	1	1	1	1	1	1	1	1	2	2	2
Cap, veh/h	277	871	740	223	1137	967	238	152	221	254	205	173
Arrive On Green	0.46	0.46	0.46	0.06	0.60	0.60	0.22	0.22	0.22	0.22	0.22	0.22
Sat Flow, veh/h	617	1881	1599	1792	1881	1599	1188	693	1010	1203	935	789
Grp Volume(v), veh/h	45	857	52	127	838	72	72	0	177	90	0	201
Grp Sat Flow(s),veh/h/ln	617	1881	1599	1792	1881	1599	1188	0	1703	1203	0	1724
Q Serve(g_s), s	4.0	32.4	1.3	2.4	22.9	1.3	4.1	0.0	6.5	5.1	0.0	7.4
Cycle Q Clear(g_c), s	16.7	32.4	1.3	2.4	22.9	1.3	11.5	0.0	6.5	11.6	0.0	7.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.59	1.00		0.46
Lane Grp Cap(c), veh/h	277	871	740	223	1137	967	238	0	373	254	0	377
V/C Ratio(X)	0.16	0.98	0.07	0.57	0.74	0.07	0.30	0.00	0.47	0.35	0.00	0.53
Avail Cap(c_a), veh/h	277	871	740	591	1137	967	374	0	568	392	0	575
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	19.7	19.1	10.7	16.3	10.1	5.9	29.9	0.0	24.5	29.5	0.0	24.8
Incr Delay (d2), s/veh	0.3	26.6	0.0	2.3	2.5	0.0	0.7	0.0	0.9	0.8	0.0	1.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	23.1	0.6	2.6	12.4	0.6	1.4	0.0	3.1	1.7	0.0	3.6
LnGrp Delay(d),s/veh	20.0	45.7	10.8	18.6	12.7	5.9	30.7	0.0	25.4	30.4	0.0	26.0
LnGrp LOS	C	D	B	B	B	A	C		C	C		C
Approach Vol, veh/h		954			1037			249			291	
Approach Delay, s/veh		42.6			12.9			26.9			27.4	
Approach LOS		D			B			C			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		8
Phs Duration (G+Y+Rc), s		50.2		21.8	10.2	40.0		21.8
Change Period (Y+Rc), s		6.7		6.0	5.6	6.7		6.0
Max Green Setting (Gmax), s		33.3		24.0	19.4	33.3		24.0
Max Q Clear Time (g_c+I1), s		24.9		13.5	4.4	34.4		13.6
Green Ext Time (p_c), s		6.4		2.2	0.2	0.0		2.2

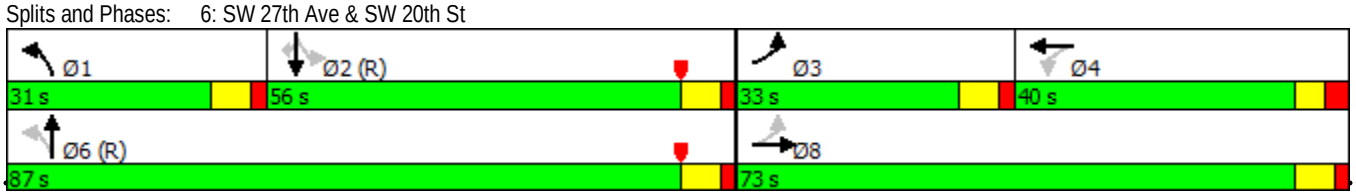
Intersection Summary	
HCM 2010 Ctrl Delay	27.1
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	294	368	326	17	305	77	290	806	22	66	897	298
Future Volume (vph)	294	368	326	17	305	77	290	806	22	66	897	298
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	313	391	347	18	324	82	309	857	23	70	954	317
Shared Lane Traffic (%)												
Lane Group Flow (vph)	313	738	0	18	406	0	309	880	0	70	954	317
Turn Type	pm+pt	NA		Perm	NA		pm+pt	NA		Perm	NA	Perm
Protected Phases	3	8			4		1	6			2	
Permitted Phases	8			4			6			2		2
Detector Phase	3	8		4	4		1	6		2	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	20.0		20.0	20.0	20.0
Minimum Split (s)	13.7	20.0		20.0	20.0		13.7	26.7		26.7	26.7	26.7
Total Split (s)	33.0	73.0		40.0	40.0		31.0	87.0		56.0	56.0	56.0
Total Split (%)	20.6%	45.6%		25.0%	25.0%		19.4%	54.4%		35.0%	35.0%	35.0%
Yellow Time (s)	4.7	4.7		3.6	3.6		4.7	4.7		4.7	4.7	4.7
All-Red Time (s)	2.0	2.0		3.1	3.1		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.7	6.7		6.7	6.7		6.7	6.7		6.7	6.7	6.7
Lead/Lag	Lead			Lag	Lag		Lead			Lag	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes		Yes			Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max		C-Max	C-Max	C-Max
v/c Ratio	0.95	0.99		0.38	1.02		0.98	0.50		0.37	0.87	0.45
Control Delay	84.8	74.9		80.7	108.8		94.5	27.6		50.5	61.7	6.0
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	84.8	74.9		80.7	108.8		94.5	27.6		50.5	61.7	6.0
Queue Length 50th (ft)	274	740		16	~453		275	315		58	497	0
Queue Length 95th (ft)	#462	#1028		49	#674		#479	375		111	589	73
Internal Link Dist (ft)		941			462			544			1105	
Turn Bay Length (ft)	350			200			300			350		400
Base Capacity (vph)	339	744		47	399		315	1770		187	1101	712
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	0.92	0.99		0.38	1.02		0.98	0.50		0.37	0.87	0.45

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 30 (19%), Referenced to phase 2:SBTL and 6:NBTL, Start of Yellow
Natural Cycle: 110
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 6: SW 27th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	294	368	326	17	305	77	290	806	22	66	897	298
Future Volume (veh/h)	294	368	326	17	305	77	290	806	22	66	897	298
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1900	1900	1900	1863	1863	1900	1881	1881	1881
Adj Flow Rate, veh/h	313	391	316	18	324	69	309	857	22	70	954	180
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	1	1	1	0	0	0	2	2	2	1	1	1
Cap, veh/h	332	399	322	55	321	68	329	1773	46	249	1149	514
Arrive On Green	0.16	0.41	0.41	0.21	0.21	0.21	0.14	0.50	0.50	0.32	0.32	0.32
Sat Flow, veh/h	1792	964	779	753	1519	324	1774	3526	91	635	3574	1599
Grp Volume(v), veh/h	313	0	707	18	0	393	309	430	449	70	954	180
Grp Sat Flow(s),veh/h/ln	1792	0	1744	753	0	1843	1774	1770	1847	635	1787	1599
Q Serve(g_s), s	23.6	0.0	64.0	2.1	0.0	33.8	20.1	25.5	25.5	13.5	39.5	13.8
Cycle Q Clear(g_c), s	23.6	0.0	64.0	33.8	0.0	33.8	20.1	25.5	25.5	13.5	39.5	13.8
Prop In Lane	1.00		0.45	1.00		0.18	1.00		0.05	1.00		1.00
Lane Grp Cap(c), veh/h	332	0	721	55	0	389	329	890	929	249	1149	514
V/C Ratio(X)	0.94	0.00	0.98	0.33	0.00	1.01	0.94	0.48	0.48	0.28	0.83	0.35
Avail Cap(c_a), veh/h	339	0	723	55	0	389	351	890	929	249	1149	514
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	50.4	0.0	46.3	79.4	0.0	63.1	42.2	26.1	26.1	41.4	50.2	41.5
Incr Delay (d2), s/veh	33.7	0.0	28.6	3.4	0.0	48.1	31.6	1.9	1.8	2.8	7.0	1.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	16.8	0.0	36.6	0.8	0.0	22.4	16.4	12.9	13.4	2.5	20.6	6.4
LnGrp Delay(d),s/veh	84.2	0.0	74.9	82.8	0.0	111.2	73.8	28.0	27.9	44.2	57.2	43.4
LnGrp LOS	F		E	F		F	E	C	C	D	E	D
Approach Vol, veh/h		1020			411			1188			1204	
Approach Delay, s/veh		77.8			110.0			39.9			54.4	
Approach LOS		E			F			D			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4		6		8
Phs Duration (G+Y+Rc), s	29.0	58.1	32.3	40.5		87.2		72.8
Change Period (Y+Rc), s	6.7	6.7	6.7	6.7		6.7		6.7
Max Green Setting (Gmax), s	24.3	49.3	26.3	33.3		80.3		66.3
Max Q Clear Time (g_c+I1), s	22.1	41.5	25.6	35.8		27.5		66.0
Green Ext Time (p_c), s	0.2	6.1	0.1	0.0		20.5		0.1

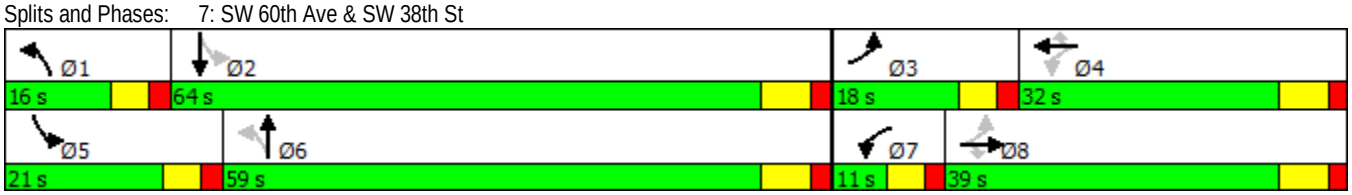
Intersection Summary	
HCM 2010 Ctrl Delay	62.1
HCM 2010 LOS	E

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	264	334	218	85	317	194	165	833	68	178	1083	314
Future Volume (vph)	264	334	218	85	317	194	165	833	68	178	1083	314
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	5%	5%	5%	2%	2%	2%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	293	371	242	94	352	216	183	926	76	198	1203	349
Shared Lane Traffic (%)												
Lane Group Flow (vph)	293	371	242	94	352	216	183	1002	0	198	1552	0
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA	
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	8		8	4		4	6			2		
Detector Phase	3	8	8	7	4	4	1	6		5	2	
Switch Phase												
Minimum Initial (s)	5.0	10.0	10.0	5.0	10.0	10.0	7.0	25.0		7.0	25.0	
Minimum Split (s)	10.7	16.8	16.8	10.7	16.8	16.8	12.7	31.8		12.7	31.8	
Total Split (s)	18.0	39.0	39.0	11.0	32.0	32.0	16.0	59.0		21.0	64.0	
Total Split (%)	13.8%	30.0%	30.0%	8.5%	24.6%	24.6%	12.3%	45.4%		16.2%	49.2%	
Yellow Time (s)	3.7	4.8	4.8	3.7	4.8	4.8	3.7	4.8		3.7	4.8	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	5.7	6.8	6.8	5.7	6.8	6.8	5.7	6.8		5.7	6.8	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Recall Mode	None	None	None	None	None	None	None	Min		None	Min	
v/c Ratio	0.70	0.84	0.51	0.53	0.97	0.48	0.93	0.68		0.66	1.01	
Control Delay	40.7	63.8	23.5	44.2	92.8	14.8	81.2	33.1		25.0	62.0	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	40.7	63.8	23.5	44.2	92.8	14.8	81.2	33.1		25.0	62.0	
Queue Length 50th (ft)	91	298	80	55	298	29	104	352		77	~717	
Queue Length 95th (ft)	128	#455	166	97	#494	105	#256	447		119	#860	
Internal Link Dist (ft)		3446			2567			4365			6545	
Turn Bay Length (ft)	200		25	310		25	190			185		
Base Capacity (vph)	427	449	478	179	362	448	197	1480		339	1530	
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Reduced v/c Ratio	0.69	0.83	0.51	0.53	0.97	0.48	0.93	0.68		0.58	1.01	

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 129.6
Natural Cycle: 120
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 7: SW 60th Ave & SW 38th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	264	334	218	85	317	194	165	833	68	178	1083	314
Future Volume (veh/h)	264	334	218	85	317	194	165	833	68	178	1083	314
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1810	1810	1810	1863	1863	1863	1845	1845	1900	1863	1863	1900
Adj Flow Rate, veh/h	293	371	194	94	352	142	183	926	73	198	1203	311
Adj No. of Lanes	2	1	1	1	1	1	1	2	0	1	2	0
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	5	5	5	2	2	2	3	3	3	2	2	2
Cap, veh/h	409	433	368	165	365	310	202	1473	116	323	1243	317
Arrive On Green	0.08	0.24	0.24	0.04	0.20	0.20	0.08	0.45	0.45	0.08	0.44	0.44
Sat Flow, veh/h	3343	1810	1538	1774	1863	1583	1757	3292	260	1774	2794	713
Grp Volume(v), veh/h	293	371	194	94	352	142	183	493	506	198	756	758
Grp Sat Flow(s),veh/h/ln	1672	1810	1538	1774	1863	1583	1757	1752	1799	1774	1770	1737
Q Serve(g_s), s	8.7	25.2	14.1	5.3	24.1	10.2	8.8	27.8	27.8	7.7	53.2	55.3
Cycle Q Clear(g_c), s	8.7	25.2	14.1	5.3	24.1	10.2	8.8	27.8	27.8	7.7	53.2	55.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.14	1.00		0.41
Lane Grp Cap(c), veh/h	409	433	368	165	365	310	202	784	805	323	787	773
V/C Ratio(X)	0.72	0.86	0.53	0.57	0.96	0.46	0.91	0.63	0.63	0.61	0.96	0.98
Avail Cap(c_a), veh/h	447	453	385	165	365	310	202	784	805	397	787	773
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	37.8	46.8	42.6	41.8	51.2	45.7	36.5	27.3	27.3	21.0	34.6	35.1
Incr Delay (d2), s/veh	4.9	14.5	1.2	4.5	37.6	1.1	38.5	1.6	1.6	1.9	22.8	27.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.3	14.3	6.1	0.9	16.2	4.5	8.6	13.8	14.1	3.9	30.8	32.2
LnGrp Delay(d),s/veh	42.7	61.3	43.8	46.3	88.8	46.7	75.0	28.9	28.9	22.9	57.4	62.7
LnGrp LOS	D	E	D	D	F	D	E	C	C	C	E	E
Approach Vol, veh/h		858			588			1182			1712	
Approach Delay, s/veh		51.0			71.8			36.0			55.8	
Approach LOS		D			E			D			E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	16.0	64.0	16.6	32.0	15.6	64.4	11.0	37.6
Change Period (Y+Rc), s	* 5.7	6.8	* 5.7	6.8	* 5.7	6.8	* 5.7	6.8
Max Green Setting (Gmax), s	* 10	57.2	* 12	25.2	* 15	52.2	* 5.3	32.2
Max Q Clear Time (g_c+I1), s	10.8	57.3	10.7	26.1	9.7	29.8	7.3	27.2
Green Ext Time (p_c), s	0.0	0.0	0.2	0.0	0.2	16.8	0.0	2.3

Intersection Summary	
HCM 2010 Ctrl Delay	51.6
HCM 2010 LOS	D

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	39	461	21	19	562	92	46	18	23	83	22	40
Future Volume (vph)	39	461	21	19	562	92	46	18	23	83	22	40
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	4%	4%	4%	2%	2%	2%	0%	0%	0%	4%	4%	4%
Adj. Flow (vph)	40	475	22	20	579	95	47	19	24	86	23	41
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	537	0	0	694	0	0	90	0	0	150	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		8			4			6			2	
Permitted Phases	8			4			6			2		
Detector Phase	8	8		4	4		6	6		2	2	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	25.0	25.0		25.0	25.0		20.0	20.0		20.0	20.0	
Total Split (s)	35.0	35.0		35.0	35.0		20.0	20.0		20.0	20.0	
Total Split (%)	63.6%	63.6%		63.6%	63.6%		36.4%	36.4%		36.4%	36.4%	
Yellow Time (s)	4.8	4.8		4.8	4.8		4.8	4.8		4.8	4.8	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)		0.0			0.0			0.0			0.0	
Total Lost Time (s)		6.8			6.8			6.8			6.8	
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	None	None		None	None		Min	Min		Min	Min	
v/c Ratio		0.67			0.80			0.30			0.49	
Control Delay		14.0			18.4			16.0			20.3	
Queue Delay		0.0			0.0			0.0			0.0	
Total Delay		14.0			18.4			16.0			20.3	
Queue Length 50th (ft)		94			130			15			28	
Queue Length 95th (ft)		201			#293			48			77	
Internal Link Dist (ft)		1473			795			863			1230	
Turn Bay Length (ft)												
Base Capacity (vph)		1084			1171			440			436	
Starvation Cap Reductn		0			0			0			0	
Spillback Cap Reductn		0			0			0			0	
Storage Cap Reductn		0			0			0			0	
Reduced v/c Ratio		0.50			0.59			0.20			0.34	

Intersection Summary

Cycle Length: 55
Actuated Cycle Length: 45.2
Natural Cycle: 55
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 8: SW 43rd Ct & SW 40th Ct



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	39	461	21	19	562	92	46	18	23	83	22	40
Future Volume (veh/h)	39	461	21	19	562	92	46	18	23	83	22	40
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1900	1827	1900	1900	1863	1900	1900	1900	1900	1900	1827	1900
Adj Flow Rate, veh/h	40	475	22	20	579	95	47	19	24	86	23	41
Adj No. of Lanes	0	1	0	0	1	0	0	1	0	0	1	0
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	4	4	4	2	2	2	0	0	0	4	4	4
Cap, veh/h	126	828	37	100	789	127	234	91	70	257	54	65
Arrive On Green	0.51	0.51	0.51	0.51	0.51	0.51	0.15	0.15	0.15	0.15	0.15	0.15
Sat Flow, veh/h	63	1607	71	19	1533	246	654	589	452	770	348	420
Grp Volume(v), veh/h	537	0	0	694	0	0	90	0	0	150	0	0
Grp Sat Flow(s),veh/h/ln	1741	0	0	1798	0	0	1695	0	0	1538	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.8	0.0	0.0
Cycle Q Clear(g_c), s	8.4	0.0	0.0	12.3	0.0	0.0	1.8	0.0	0.0	3.6	0.0	0.0
Prop In Lane	0.07		0.04	0.03		0.14	0.52		0.27	0.57		0.27
Lane Grp Cap(c), veh/h	991	0	0	1016	0	0	395	0	0	375	0	0
V/C Ratio(X)	0.54	0.00	0.00	0.68	0.00	0.00	0.23	0.00	0.00	0.40	0.00	0.00
Avail Cap(c_a), veh/h	1270	0	0	1318	0	0	647	0	0	616	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	6.9	0.0	0.0	7.8	0.0	0.0	15.5	0.0	0.0	16.1	0.0	0.0
Incr Delay (d2), s/veh	0.5	0.0	0.0	1.0	0.0	0.0	0.3	0.0	0.0	0.7	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.2	0.0	0.0	6.3	0.0	0.0	0.9	0.0	0.0	1.7	0.0	0.0
LnGrp Delay(d),s/veh	7.3	0.0	0.0	8.8	0.0	0.0	15.8	0.0	0.0	16.8	0.0	0.0
LnGrp LOS	A			A			B			B		
Approach Vol, veh/h		537			694			90			150	
Approach Delay, s/veh		7.3			8.8			15.8			16.8	
Approach LOS		A			A			B			B	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4		6		8
Phs Duration (G+Y+Rc), s		13.1		28.0		13.1		28.0
Change Period (Y+Rc), s		6.8		6.8		6.8		6.8
Max Green Setting (Gmax), s		13.2		28.2		13.2		28.2
Max Q Clear Time (g_c+I1), s		5.6		14.3		3.8		10.4
Green Ext Time (p_c), s		0.8		6.9		0.9		7.9

Intersection Summary	
HCM 2010 Ctrl Delay	9.5
HCM 2010 LOS	A

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	412	2138	94	209	2549	520	72	44	145	537	78	375
Future Volume (vph)	412	2138	94	209	2549	520	72	44	145	537	78	375
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	420	2182	96	213	2601	531	73	45	148	548	80	383
Shared Lane Traffic (%)												
Lane Group Flow (vph)	420	2278	0	213	2601	531	73	193	0	548	80	383
Turn Type	Prot	NA		Prot	NA	Perm	Prot	NA		Prot	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases						2						8
Detector Phase	1	6		5	2	2	7	4		3	8	8
Switch Phase												
Minimum Initial (s)	7.0	20.0		7.0	20.0	20.0	7.0	7.0		7.0	7.0	7.0
Minimum Split (s)	14.4	38.8		14.4	37.8	37.8	12.8	14.2		13.1	14.3	14.3
Total Split (s)	28.0	74.0		33.0	79.0	79.0	20.0	20.0		33.0	33.0	33.0
Total Split (%)	17.5%	46.3%		20.6%	49.4%	49.4%	12.5%	12.5%		20.6%	20.6%	20.6%
Yellow Time (s)	4.8	4.8		4.8	4.8	4.8	3.7	3.7		3.7	3.7	3.7
All-Red Time (s)	2.6	2.0		2.6	2.0	2.0	2.1	3.5		2.4	3.6	3.6
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	7.4	6.8		7.4	6.8	6.8	5.8	7.2		6.1	7.3	7.3
Lead/Lag	Lead	Lag		Lead	Lag	Lag	Lead	Lead		Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Recall Mode	None	C-Min		None	C-Min	C-Min	None	None		None	None	None
v/c Ratio	0.94	1.03		0.84	1.12	0.62	0.58	0.94		0.95	0.21	0.78
Control Delay	90.8	52.8		93.2	102.2	20.0	89.3	91.0		91.6	59.0	32.2
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Delay	90.8	52.8		93.2	102.2	20.0	89.3	91.0		91.6	59.0	32.2
Queue Length 50th (ft)	238	~925		217	~1145	223	75	122		295	73	131
Queue Length 95th (ft)	m235	m#382		#327	#1222	351	132	#285		#409	128	#293
Internal Link Dist (ft)		663			2272			411			708	
Turn Bay Length (ft)	290			500			170			260		25
Base Capacity (vph)	445	2220		285	2317	859	157	205		582	376	493
Starvation Cap Reductn	0	0		0	0	0	0	0		0	0	0
Spillback Cap Reductn	0	0		0	0	0	0	0		0	0	0
Storage Cap Reductn	0	0		0	0	0	0	0		0	0	0
Reduced v/c Ratio	0.94	1.03		0.75	1.12	0.62	0.46	0.94		0.94	0.21	0.78

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 116 (73%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 9: SW 38th Ct & SR 200



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	412	2138	94	209	2549	520	72	44	145	537	78	375
Future Volume (veh/h)	412	2138	94	209	2549	520	72	44	145	537	78	375
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1881	1881	1881	1863	1863	1900	1881	1956	1881
Adj Flow Rate, veh/h	420	2182	87	213	2601	398	73	45	80	548	80	131
Adj No. of Lanes	2	3	0	1	3	1	1	1	0	2	1	1
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	2	2	2	1	1	1	2	2	2	1	1	1
Cap, veh/h	443	3494	139	235	3589	1117	91	48	86	584	402	328
Arrive On Green	0.13	0.47	0.70	0.13	0.23	0.70	0.05	0.08	0.08	0.17	0.21	0.21
Sat Flow, veh/h	3442	5018	199	1792	5136	1599	1774	603	1071	3476	1956	1599
Grp Volume(v), veh/h	420	1471	798	213	2601	398	73	0	125	548	80	131
Grp Sat Flow(s),veh/h/ln	1721	1695	1828	1792	1712	1599	1774	0	1674	1738	1956	1599
Q Serve(g_s), s	19.4	52.2	51.3	18.8	74.9	15.9	6.5	0.0	11.9	24.9	5.4	11.3
Cycle Q Clear(g_c), s	19.4	52.2	51.3	18.8	74.9	15.9	6.5	0.0	11.9	24.9	5.4	11.3
Prop In Lane	1.00		0.11	1.00		1.00	1.00		0.64	1.00		1.00
Lane Grp Cap(c), veh/h	443	2361	1273	235	3589	1117	91	0	134	584	402	328
V/C Ratio(X)	0.95	0.62	0.63	0.91	0.72	0.36	0.80	0.00	0.93	0.94	0.20	0.40
Avail Cap(c_a), veh/h	443	2361	1273	287	3589	1117	157	0	134	584	402	328
HCM Platoon Ratio	1.00	0.67	1.00	1.00	0.33	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	69.2	26.9	25.4	68.5	47.3	9.6	75.1	0.0	73.2	65.7	52.7	55.0
Incr Delay (d2), s/veh	29.8	1.3	2.3	26.9	1.3	0.9	14.6	0.0	57.7	23.0	0.2	0.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	11.1	24.9	26.7	11.0	35.9	7.2	3.6	0.0	7.7	13.8	3.0	5.1
LnGrp Delay(d),s/veh	99.0	28.1	27.7	95.5	48.6	10.5	89.7	0.0	130.9	88.7	52.9	55.8
LnGrp LOS	F	C	C	F	D	B	F		F	F	D	E
Approach Vol, veh/h		2689			3212			198			759	
Approach Delay, s/veh		39.1			47.0			115.7			79.3	
Approach LOS		D			D			F			E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	28.0	119.8	34.2	20.0	28.4	119.4	14.0	40.2
Change Period (Y+Rc), s	7.4	6.8	* 7.3	* 7.2	7.4	6.8	* 5.8	* 7.3
Max Green Setting (Gmax), s	20.6	72.2	* 27	* 13	25.6	67.2	* 14	* 26
Max Q Clear Time (g_c+I1), s	21.4	76.9	26.9	13.9	20.8	54.2	8.5	13.3
Green Ext Time (p_c), s	0.0	0.0	0.0	0.0	0.2	12.9	0.1	2.4

Intersection Summary	
HCM 2010 Ctrl Delay	49.5
HCM 2010 LOS	D

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

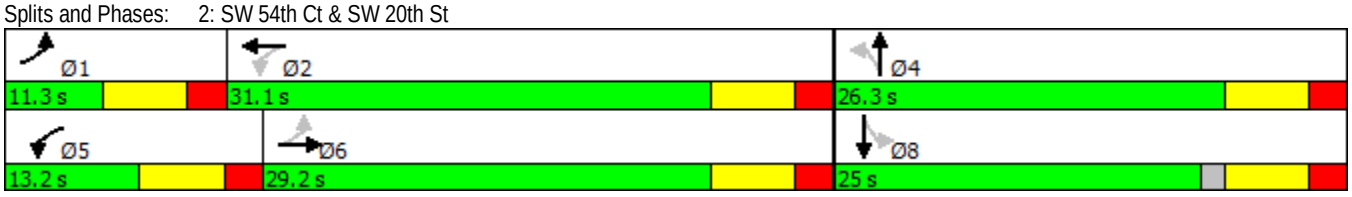
PM Peak Hour Buildout Traffic Conditions with Mitigation

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	28	621	96	168	888	45	129	2	62	19	2	22
Future Volume (vph)	28	621	96	168	888	45	129	2	62	19	2	22
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Heavy Vehicles (%)	1%	1%	1%	2%	2%	2%	0%	0%	0%	3%	3%	3%
Adj. Flow (vph)	33	739	114	200	1057	54	154	2	74	23	2	26
Shared Lane Traffic (%)												
Lane Group Flow (vph)	33	853	0	200	1111	0	0	230	0	0	51	0
Turn Type	pm+pt	NA		pm+pt	NA		Perm	NA		Perm	NA	
Protected Phases	1	6		5	2			4			8	
Permitted Phases	6			2			4			8		
Detector Phase	1	6		5	2		4	4		8	8	
Switch Phase												
Minimum Initial (s)	5.0	20.0		5.0	20.0		15.0	15.0		15.0	15.0	
Minimum Split (s)	11.3	26.3		11.3	26.3		26.3	26.3		24.3	24.3	
Total Split (s)	11.3	29.2		13.2	31.1		26.3	26.3		25.0	25.0	
Total Split (%)	16.4%	42.5%		19.2%	45.3%		38.3%	38.3%		36.4%	36.4%	
Yellow Time (s)	4.3	4.3		4.3	4.3		4.3	4.3		4.3	4.3	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0			0.0			0.0	
Total Lost Time (s)	6.3	6.3		6.3	6.3			6.3			6.3	
Lead/Lag	Lead	Lag		Lead	Lag							
Lead-Lag Optimize?	Yes	Yes		Yes	Yes							
Recall Mode	None	Min		None	Min		Min	Min		None	None	
v/c Ratio	0.13	0.72		0.59	0.66			0.60			0.13	
Control Delay	8.9	22.0		17.0	17.5			24.9			12.3	
Queue Delay	0.0	0.0		0.0	0.0			0.0			0.0	
Total Delay	8.9	22.0		17.0	17.5			24.9			12.3	
Queue Length 50th (ft)	5	138		34	127			64			7	
Queue Length 95th (ft)	17	200		#71	272			120			28	
Internal Link Dist (ft)		2558			4996			1323			1240	
Turn Bay Length (ft)	225			225								
Base Capacity (vph)	260	1282		338	1678			464			468	
Starvation Cap Reductn	0	0		0	0			0			0	
Spillback Cap Reductn	0	0		0	0			0			0	
Storage Cap Reductn	0	0		0	0			0			0	
Reduced v/c Ratio	0.13	0.67		0.59	0.66			0.50			0.11	

Intersection Summary

Cycle Length: 68.7
Actuated Cycle Length: 63.6
Natural Cycle: 65
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: SW 54th Ct & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	28	621	96	168	888	45	129	2	62	19	2	22
Future Volume (veh/h)	28	621	96	168	888	45	129	2	62	19	2	22
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1863	1863	1900	1900	1900	1900	1900	1845	1900
Adj Flow Rate, veh/h	33	739	114	200	1057	54	154	2	74	23	2	26
Adj No. of Lanes	1	2	0	1	2	0	0	1	0	0	1	0
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Percent Heavy Veh, %	1	1	1	2	2	2	0	0	0	3	3	3
Cap, veh/h	254	1061	164	385	1395	71	327	23	119	230	45	197
Arrive On Green	0.04	0.34	0.34	0.10	0.41	0.41	0.25	0.25	0.25	0.25	0.25	0.25
Sat Flow, veh/h	1792	3105	479	1774	3426	175	926	92	483	585	184	800
Grp Volume(v), veh/h	33	425	428	200	546	565	230	0	0	51	0	0
Grp Sat Flow(s),veh/h/ln	1792	1787	1797	1774	1770	1832	1501	0	0	1570	0	0
Q Serve(g_s), s	0.7	12.5	12.5	4.3	16.1	16.1	6.7	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.7	12.5	12.5	4.3	16.1	16.1	8.1	0.0	0.0	1.4	0.0	0.0
Prop In Lane	1.00		0.27	1.00		0.10	0.67		0.32	0.45		0.51
Lane Grp Cap(c), veh/h	254	610	614	385	721	746	469	0	0	473	0	0
V/C Ratio(X)	0.13	0.70	0.70	0.52	0.76	0.76	0.49	0.00	0.00	0.11	0.00	0.00
Avail Cap(c_a), veh/h	339	673	677	407	722	747	590	0	0	561	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	13.3	17.3	17.3	12.5	15.4	15.4	20.2	0.0	0.0	17.8	0.0	0.0
Incr Delay (d2), s/veh	0.2	2.8	2.8	1.1	4.6	4.5	0.8	0.0	0.0	0.1	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	6.6	6.7	2.2	8.7	8.9	3.5	0.0	0.0	0.7	0.0	0.0
LnGrp Delay(d),s/veh	13.5	20.1	20.1	13.6	20.1	19.9	21.0	0.0	0.0	17.9	0.0	0.0
LnGrp LOS	B	C	C	B	C	B	C			B		
Approach Vol, veh/h		886			1311			230			51	
Approach Delay, s/veh		19.8			19.0			21.0			17.9	
Approach LOS		B			B			C			B	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2		4	5	6		8
Phs Duration (G+Y+Rc), s	8.4	31.0		21.3	12.4	27.1		21.3
Change Period (Y+Rc), s	6.3	6.3		6.3	6.3	6.3		6.3
Max Green Setting (Gmax), s	5.0	24.8		20.0	6.9	22.9		18.7
Max Q Clear Time (g_c+I1), s	2.7	18.1		10.1	6.3	14.5		3.4
Green Ext Time (p_c), s	0.0	5.2		1.2	0.0	6.3		1.5

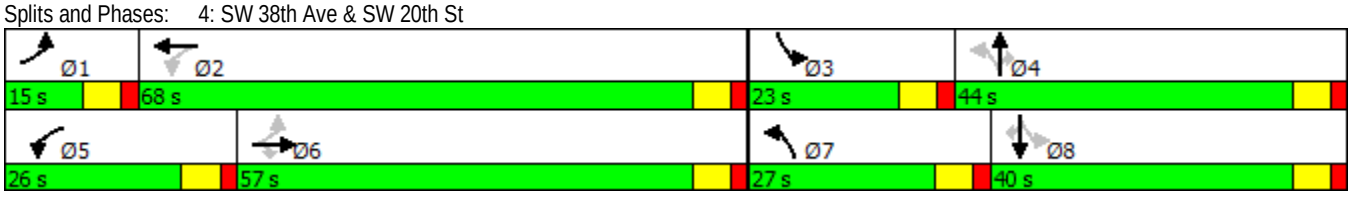
Intersection Summary	
HCM 2010 Ctrl Delay	19.5
HCM 2010 LOS	B

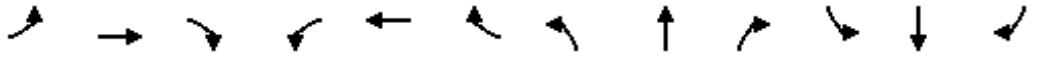
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	41	574	76	255	864	76	81	119	244	240	195	94
Future Volume (vph)	41	574	76	255	864	76	81	119	244	240	195	94
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	48	675	89	300	1016	89	95	140	287	282	229	111
Shared Lane Traffic (%)												
Lane Group Flow (vph)	48	675	89	300	1105	0	95	140	287	282	229	111
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4		4	8		8
Detector Phase	1	6	6	5	2		7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	10.0	20.0		5.0	10.0	10.0	5.0	10.0	10.0
Minimum Split (s)	11.3	26.3	26.3	16.3	26.3		11.3	20.0	20.0	11.3	20.0	20.0
Total Split (s)	15.0	57.0	57.0	26.0	68.0		27.0	44.0	44.0	23.0	40.0	40.0
Total Split (%)	10.0%	38.0%	38.0%	17.3%	45.3%		18.0%	29.3%	29.3%	15.3%	26.7%	26.7%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3	4.3	4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3	6.3	6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None	None	None	None	None
v/c Ratio	0.19	0.91	0.12	0.88	0.61		0.36	0.59	0.66	0.80	0.70	0.27
Control Delay	15.9	55.7	0.3	61.1	25.9		36.8	62.5	15.4	55.6	62.8	3.1
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	15.9	55.7	0.3	61.1	25.9		36.8	62.5	15.4	55.6	62.8	3.1
Queue Length 50th (ft)	15	516	0	183	336		58	112	16	194	182	0
Queue Length 95th (ft)	38	#793	0	#363	466		95	168	80	261	261	6
Internal Link Dist (ft)		2796			3003			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	273	740	727	339	1812		397	540	647	354	487	533
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.18	0.91	0.12	0.88	0.61		0.24	0.26	0.44	0.80	0.47	0.21

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 129.1
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	41	574	76	255	864	76	81	119	244	240	195	94
Future Volume (veh/h)	41	574	76	255	864	76	81	119	244	240	195	94
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1900	1845	1845	1845	1863	1863	1863
Adj Flow Rate, veh/h	48	675	35	300	1016	84	95	140	135	282	229	56
Adj No. of Lanes	1	1	1	1	2	0	1	1	1	1	1	1
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	1	1	1	1	1	1	3	3	3	2	2	2
Cap, veh/h	259	759	645	330	1644	136	266	228	194	365	375	319
Arrive On Green	0.03	0.40	0.40	0.12	0.49	0.49	0.06	0.12	0.12	0.14	0.20	0.20
Sat Flow, veh/h	1792	1881	1599	1792	3343	276	1757	1845	1568	1774	1863	1583
Grp Volume(v), veh/h	48	675	35	300	543	557	95	140	135	282	229	56
Grp Sat Flow(s),veh/h/ln	1792	1881	1599	1792	1787	1832	1757	1845	1568	1774	1863	1583
Q Serve(g_s), s	1.8	39.8	1.6	12.1	26.5	26.5	5.6	8.6	9.8	16.2	13.3	3.5
Cycle Q Clear(g_c), s	1.8	39.8	1.6	12.1	26.5	26.5	5.6	8.6	9.8	16.2	13.3	3.5
Prop In Lane	1.00		1.00	1.00		0.15	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	259	759	645	330	879	901	266	228	194	365	375	319
V/C Ratio(X)	0.19	0.89	0.05	0.91	0.62	0.62	0.36	0.61	0.70	0.77	0.61	0.18
Avail Cap(c_a), veh/h	330	800	680	408	925	948	462	583	496	365	526	447
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.6	33.1	21.7	27.9	22.1	22.1	41.9	49.6	50.1	37.4	43.3	39.4
Incr Delay (d2), s/veh	0.3	11.7	0.0	20.9	1.2	1.1	0.8	2.7	4.5	9.8	1.6	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	23.1	0.7	11.6	13.3	13.6	2.8	4.6	4.5	8.9	7.0	1.5
LnGrp Delay(d),s/veh	20.9	44.8	21.7	48.8	23.3	23.3	42.7	52.3	54.6	47.1	45.0	39.7
LnGrp LOS	C	D	C	D	C	C	D	D	D	D	D	D
Approach Vol, veh/h		758			1400			370			567	
Approach Delay, s/veh		42.2			28.7			50.7			45.5	
Approach LOS		D			C			D			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	10.3	65.0	23.0	21.0	20.8	54.4	13.7	30.3
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	8.7	61.7	16.7	37.7	19.7	50.7	20.7	33.7
Max Q Clear Time (g_c+I1), s	3.8	28.5	18.2	11.8	14.1	41.8	7.6	15.3
Green Ext Time (p_c), s	0.0	14.5	0.0	2.9	0.4	6.3	0.2	2.6

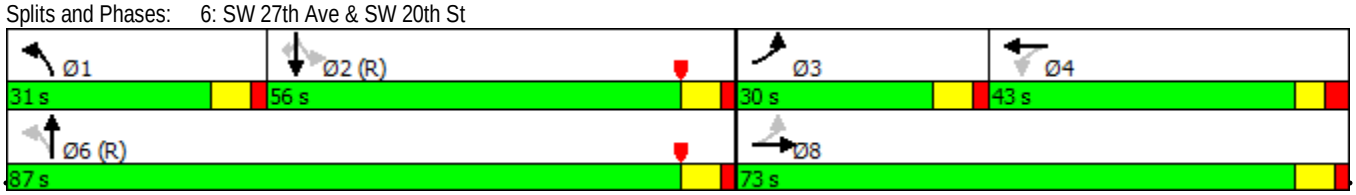
Intersection Summary	
HCM 2010 Ctrl Delay	37.7
HCM 2010 LOS	D

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	294	368	326	17	305	77	290	806	22	66	897	298
Future Volume (vph)	294	368	326	17	305	77	290	806	22	66	897	298
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	313	391	347	18	324	82	309	857	23	70	954	317
Shared Lane Traffic (%)												
Lane Group Flow (vph)	313	738	0	18	406	0	309	880	0	70	954	317
Turn Type	pm+pt	NA		Perm	NA		pm+pt	NA		Perm	NA	Perm
Protected Phases	3	8			4		1	6			2	
Permitted Phases	8			4			6			2		2
Detector Phase	3	8		4	4		1	6		2	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	20.0		20.0	20.0	20.0
Minimum Split (s)	13.7	20.0		20.0	20.0		13.7	26.7		26.7	26.7	26.7
Total Split (s)	30.0	73.0		43.0	43.0		31.0	87.0		56.0	56.0	56.0
Total Split (%)	18.8%	45.6%		26.9%	26.9%		19.4%	54.4%		35.0%	35.0%	35.0%
Yellow Time (s)	4.7	4.7		3.6	3.6		4.7	4.7		4.7	4.7	4.7
All-Red Time (s)	2.0	2.0		3.1	3.1		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.7	6.7		6.7	6.7		6.7	6.7		6.7	6.7	6.7
Lead/Lag	Lead			Lag	Lag		Lead			Lag	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes		Yes			Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max		C-Max	C-Max	C-Max
v/c Ratio	1.02	0.99		0.38	0.96		0.98	0.50		0.37	0.87	0.45
Control Delay	103.2	74.9		78.8	94.0		94.5	27.6		50.5	61.7	6.0
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	103.2	74.9		78.8	94.0		94.5	27.6		50.5	61.7	6.0
Queue Length 50th (ft)	~293	740		16	418		275	315		58	497	0
Queue Length 95th (ft)	#497	#1028		48	#636		#479	375		111	589	73
Internal Link Dist (ft)		941			462			544			1105	
Turn Bay Length (ft)	350			200			300			350		400
Base Capacity (vph)	307	744		47	423		315	1770		187	1101	712
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	1.02	0.99		0.38	0.96		0.98	0.50		0.37	0.87	0.45

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 30 (19%), Referenced to phase 2:SBTL and 6:NBTL, Start of Yellow
Natural Cycle: 110
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 6: SW 27th Ave & SW 20th St

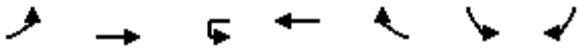


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	294	368	326	17	305	77	290	806	22	66	897	298
Future Volume (veh/h)	294	368	326	17	305	77	290	806	22	66	897	298
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1900	1900	1900	1863	1863	1900	1881	1881	1881
Adj Flow Rate, veh/h	313	391	316	18	324	69	309	857	22	70	954	180
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	1	1	1	0	0	0	2	2	2	1	1	1
Cap, veh/h	323	400	323	56	345	73	329	1770	45	248	1144	512
Arrive On Green	0.15	0.41	0.41	0.23	0.23	0.23	0.14	0.50	0.50	0.32	0.32	0.32
Sat Flow, veh/h	1792	964	779	753	1519	324	1774	3526	91	635	3574	1599
Grp Volume(v), veh/h	313	0	707	18	0	393	309	430	449	70	954	180
Grp Sat Flow(s),veh/h/ln	1792	0	1744	753	0	1843	1774	1770	1847	635	1787	1599
Q Serve(g_s), s	22.2	0.0	63.9	2.4	0.0	33.5	20.2	25.6	25.6	13.5	39.6	13.8
Cycle Q Clear(g_c), s	22.2	0.0	63.9	36.3	0.0	33.5	20.2	25.6	25.6	13.5	39.6	13.8
Prop In Lane	1.00		0.45	1.00		0.18	1.00		0.05	1.00		1.00
Lane Grp Cap(c), veh/h	323	0	723	56	0	418	329	888	927	248	1144	512
V/C Ratio(X)	0.97	0.00	0.98	0.32	0.00	0.94	0.94	0.48	0.48	0.28	0.83	0.35
Avail Cap(c_a), veh/h	323	0	723	56	0	418	350	888	927	248	1144	512
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	46.0	0.0	46.1	79.2	0.0	60.8	42.5	26.2	26.2	41.6	50.5	41.7
Incr Delay (d2), s/veh	41.5	0.0	28.1	3.2	0.0	29.3	31.7	1.9	1.8	2.8	7.2	1.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	17.5	0.0	36.3	0.8	0.0	20.4	16.4	12.9	13.4	2.6	20.8	6.4
LnGrp Delay(d),s/veh	87.5	0.0	74.2	82.5	0.0	90.1	74.2	28.1	28.0	44.4	57.7	43.6
LnGrp LOS	F		E	F		F	E	C	C	D	E	D
Approach Vol, veh/h		1020			411			1188			1204	
Approach Delay, s/veh		78.3			89.7			40.1			54.8	
Approach LOS		E			F			D			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4		6		8
Phs Duration (G+Y+Rc), s	29.1	57.9	30.0	43.0		87.0		73.0
Change Period (Y+Rc), s	6.7	6.7	6.7	6.7		6.7		6.7
Max Green Setting (Gmax), s	24.3	49.3	23.3	36.3		80.3		66.3
Max Q Clear Time (g_c+I1), s	22.2	41.6	24.2	38.3		27.6		65.9
Green Ext Time (p_c), s	0.2	6.0	0.0	0.0		20.5		0.3

Intersection Summary	
HCM 2010 Ctrl Delay	60.3
HCM 2010 LOS	E

AM Peak Hour Existing Traffic Conditions



Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	101	581	0	328	45	24	60
Future Volume (vph)	101	581	0	328	45	24	60
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	4%	4%	4%	5%	5%
Adj. Flow (vph)	113	653	0	369	51	27	67
Shared Lane Traffic (%)							
Lane Group Flow (vph)	113	653	0	420	0	27	67
Sign Control		Free		Free		Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	101	581	0	328	45	24	60
Future Vol, veh/h	101	581	0	328	45	24	60
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	250	-	250	-	-	0	0
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	4	4	4	5	5
Mvmt Flow	113	653	0	369	51	27	67

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	419	0	476	-	0	947	210
Stage 1	-	-	-	-	-	394	-
Stage 2	-	-	-	-	-	553	-
Critical Hdwy	4.14	-	6.48	-	-	6.9	7
Critical Hdwy Stg 1	-	-	-	-	-	5.9	-
Critical Hdwy Stg 2	-	-	-	-	-	5.9	-
Follow-up Hdwy	2.22	-	2.54	-	-	3.55	3.35
Pot Cap-1 Maneuver	1137	-	708	-	-	254	786
Stage 1	-	-	-	-	-	642	-
Stage 2	-	-	-	-	-	532	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	1137	-	708	-	-	229	786
Mov Cap-2 Maneuver	-	-	-	-	-	229	-
Stage 1	-	-	-	-	-	642	-
Stage 2	-	-	-	-	-	479	-

Approach	EB	WB	SB
HCM Control Delay, s	1.3	0	13.7
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1137	-	708	-	-	229	786
HCM Lane V/C Ratio	0.1	-	-	-	-	0.118	0.086
HCM Control Delay (s)	8.5	-	0	-	-	22.8	10
HCM Lane LOS	A	-	A	-	-	C	B
HCM 95th %tile Q(veh)	0.3	-	0	-	-	0.4	0.3

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	35	557	32	80	311	131	38	74	161	58	24	18
Future Volume (vph)	35	557	32	80	311	131	38	74	161	58	24	18
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	3%	3%	3%	11%	11%	11%
Adj. Flow (vph)	38	612	35	88	342	144	42	81	177	64	26	20
Shared Lane Traffic (%)												
Lane Group Flow (vph)	38	612	35	88	486	0	42	258	0	64	26	20
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	10.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	16.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	20.0	65.0	65.0	20.0	65.0		20.0	25.0		20.0	25.0	25.0
Total Split (%)	15.4%	50.0%	50.0%	15.4%	50.0%		15.4%	19.2%		15.4%	19.2%	19.2%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.08	0.79	0.05	0.26	0.61		0.11	0.71		0.24	0.07	0.05
Control Delay	11.1	35.2	0.1	13.0	24.9		28.3	42.5		30.0	38.8	0.2
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	11.1	35.2	0.1	13.0	24.9		28.3	42.5		30.0	38.8	0.2
Queue Length 50th (ft)	11	355	0	26	250		18	113		28	14	0
Queue Length 95th (ft)	27	536	0	52	380		53	#295		75	45	0
Internal Link Dist (ft)		2796			1461			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	519	1207	1073	402	1139		480	434		355	448	478
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.07	0.51	0.03	0.22	0.43		0.09	0.59		0.18	0.06	0.04

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 93.6
Natural Cycle: 80
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St

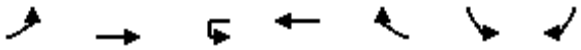


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	35	557	32	80	311	131	38	74	161	58	24	18
Future Volume (veh/h)	35	557	32	80	311	131	38	74	161	58	24	18
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1827	1827	1900	1845	1845	1900	1712	1712	1712
Adj Flow Rate, veh/h	38	612	21	88	342	133	42	81	118	64	26	5
Adj No. of Lanes	1	1	1	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	4	4	4	3	3	3	11	11	11
Cap, veh/h	419	756	643	354	551	214	344	100	146	194	267	227
Arrive On Green	0.07	0.41	0.41	0.10	0.44	0.44	0.04	0.15	0.15	0.05	0.16	0.16
Sat Flow, veh/h	1774	1863	1583	1740	1253	487	1757	680	990	1630	1712	1455
Grp Volume(v), veh/h	38	612	21	88	0	475	42	0	199	64	26	5
Grp Sat Flow(s),veh/h/ln	1774	1863	1583	1740	0	1741	1757	0	1670	1630	1712	1455
Q Serve(g_s), s	1.0	24.6	0.7	2.2	0.0	17.8	1.7	0.0	9.8	2.8	1.1	0.2
Cycle Q Clear(g_c), s	1.0	24.6	0.7	2.2	0.0	17.8	1.7	0.0	9.8	2.8	1.1	0.2
Prop In Lane	1.00		1.00	1.00		0.28	1.00		0.59	1.00		1.00
Lane Grp Cap(c), veh/h	419	756	643	354	0	765	344	0	245	194	267	227
V/C Ratio(X)	0.09	0.81	0.03	0.25	0.00	0.62	0.12	0.00	0.81	0.33	0.10	0.02
Avail Cap(c_a), veh/h	582	1293	1099	456	0	1208	564	0	369	383	378	322
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	13.3	22.2	15.1	14.8	0.0	18.3	28.8	0.0	34.9	29.3	30.6	30.2
Incr Delay (d2), s/veh	0.1	2.1	0.0	0.4	0.0	0.8	0.2	0.0	8.0	1.0	0.2	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	13.0	0.3	1.1	0.0	8.6	0.8	0.0	5.0	1.3	0.5	0.1
LnGrp Delay(d),s/veh	13.4	24.4	15.1	15.1	0.0	19.1	29.0	0.0	42.9	30.3	30.8	30.3
LnGrp LOS	B	C	B	B		B	C		D	C	C	C
Approach Vol, veh/h		671			563			241			95	
Approach Delay, s/veh		23.5			18.5			40.5			30.4	
Approach LOS		C			B			D			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.2	43.5	10.2	18.7	15.0	40.6	9.4	19.5
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	13.7	58.7	13.7	18.7	13.7	58.7	13.7	18.7
Max Q Clear Time (g_c+I1), s	3.0	19.8	4.8	11.8	4.2	26.6	3.7	3.1
Green Ext Time (p_c), s	0.0	8.0	0.1	0.7	0.1	7.7	0.0	1.1

Intersection Summary	
HCM 2010 Ctrl Delay	24.7
HCM 2010 LOS	C

AM Peak Hour Future Year Background Traffic Conditions



Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	132	825	0	469	58	31	80
Future Volume (vph)	132	825	0	469	58	31	80
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	4%	4%	4%	5%	5%
Adj. Flow (vph)	148	927	0	527	65	35	90
Shared Lane Traffic (%)							
Lane Group Flow (vph)	148	927	0	592	0	35	90
Sign Control		Free		Free		Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	2.2

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	132	825	0	469	58	31	80
Future Vol, veh/h	132	825	0	469	58	31	80
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	250	-	250	-	-	0	0
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	4	4	4	5	5
Mvmt Flow	148	927	0	527	65	35	90

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	592	0	676	-	0	1320	296
Stage 1	-	-	-	-	-	560	-
Stage 2	-	-	-	-	-	760	-
Critical Hdwy	4.14	-	6.48	-	-	6.9	7
Critical Hdwy Stg 1	-	-	-	-	-	5.9	-
Critical Hdwy Stg 2	-	-	-	-	-	5.9	-
Follow-up Hdwy	2.22	-	2.54	-	-	3.55	3.35
Pot Cap-1 Maneuver	980	-	528	-	-	144	691
Stage 1	-	-	-	-	-	527	-
Stage 2	-	-	-	-	-	415	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	980	-	528	-	-	122	691
Mov Cap-2 Maneuver	-	-	-	-	-	122	-
Stage 1	-	-	-	-	-	527	-
Stage 2	-	-	-	-	-	352	-

Approach	EB	WB	SB
HCM Control Delay, s	1.3	0	20.7
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	980	-	528	-	-	122	691
HCM Lane V/C Ratio	0.151	-	-	-	-	0.286	0.13
HCM Control Delay (s)	9.3	-	0	-	-	45.9	11
HCM Lane LOS	A	-	A	-	-	E	B
HCM 95th %tile Q(veh)	0.5	-	0	-	-	1.1	0.4

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	63	752	59	155	419	168	63	130	254	75	68	32
Future Volume (vph)	63	752	59	155	419	168	63	130	254	75	68	32
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	3%	3%	3%	11%	11%	11%
Adj. Flow (vph)	69	826	65	170	460	185	69	143	279	82	75	35
Shared Lane Traffic (%)												
Lane Group Flow (vph)	69	826	65	170	645	0	69	422	0	82	75	35
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	10.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	16.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	20.0	65.0	65.0	20.0	65.0		20.0	25.0		20.0	25.0	25.0
Total Split (%)	15.4%	50.0%	50.0%	15.4%	50.0%		15.4%	19.2%		15.4%	19.2%	19.2%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.18	0.95	0.08	0.71	0.70		0.21	1.34		0.44	0.27	0.10
Control Delay	11.6	52.5	0.2	44.8	28.5		36.0	207.7		42.1	50.4	0.6
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	11.6	52.5	0.2	44.8	28.5		36.0	207.7		42.1	50.4	0.6
Queue Length 50th (ft)	21	638	0	85	399		43	~420		51	55	0
Queue Length 95th (ft)	43	#958	0	#189	585		81	#647		94	106	0
Internal Link Dist (ft)		2796			1461			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	429	921	849	257	925		369	315		234	282	350
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.16	0.90	0.08	0.66	0.70		0.19	1.34		0.35	0.27	0.10

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 120.5
Natural Cycle: 120
Control Type: Actuated-Uncoordinated

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	63	752	59	155	419	168	63	130	254	75	68	32
Future Volume (veh/h)	63	752	59	155	419	168	63	130	254	75	68	32
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1827	1827	1900	1845	1845	1900	1712	1712	1712
Adj Flow Rate, veh/h	69	826	51	170	460	174	69	143	220	82	75	20
Adj No. of Lanes	1	1	1	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	4	4	4	3	3	3	11	11	11
Cap, veh/h	354	895	760	252	619	234	312	106	163	152	294	250
Arrive On Green	0.08	0.48	0.48	0.09	0.49	0.49	0.04	0.16	0.16	0.06	0.17	0.17
Sat Flow, veh/h	1774	1863	1583	1740	1264	478	1757	656	1010	1630	1712	1455
Grp Volume(v), veh/h	69	826	51	170	0	634	69	0	363	82	75	20
Grp Sat Flow(s),veh/h/ln	1774	1863	1583	1740	0	1743	1757	0	1666	1630	1712	1455
Q Serve(g_s), s	2.1	48.0	2.0	5.4	0.0	33.9	3.8	0.0	18.7	4.8	4.4	1.3
Cycle Q Clear(g_c), s	2.1	48.0	2.0	5.4	0.0	33.9	3.8	0.0	18.7	4.8	4.4	1.3
Prop In Lane	1.00		1.00	1.00		0.27	1.00		0.61	1.00		1.00
Lane Grp Cap(c), veh/h	354	895	760	252	0	852	312	0	269	152	294	250
V/C Ratio(X)	0.19	0.92	0.07	0.67	0.00	0.74	0.22	0.00	1.35	0.54	0.26	0.08
Avail Cap(c_a), veh/h	427	943	802	309	0	882	441	0	269	255	294	250
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	16.9	28.1	16.2	24.5	0.0	23.8	38.1	0.0	48.6	39.0	41.6	40.3
Incr Delay (d2), s/veh	0.3	13.9	0.0	4.2	0.0	3.3	0.4	0.0	180.3	2.9	0.5	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	28.0	0.9	2.9	0.0	17.0	1.9	0.0	22.0	2.3	2.1	0.5
LnGrp Delay(d),s/veh	17.2	42.0	16.2	28.8	0.0	27.1	38.4	0.0	228.9	41.9	42.1	40.5
LnGrp LOS	B	D	B	C		C	D		F	D	D	D
Approach Vol, veh/h		946			804			432			177	
Approach Delay, s/veh		38.8			27.5			198.5			41.8	
Approach LOS		D			C			F			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	15.2	63.0	12.7	25.0	16.3	62.0	11.5	26.2
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	13.7	58.7	13.7	18.7	13.7	58.7	13.7	18.7
Max Q Clear Time (g_c+I1), s	4.1	35.9	6.8	20.7	7.4	50.0	5.8	6.4
Green Ext Time (p_c), s	0.1	10.7	0.1	0.0	0.2	5.7	0.1	2.3

Intersection Summary	
HCM 2010 Ctrl Delay	64.4
HCM 2010 LOS	E

AM Peak Hour Future Year Background Traffic Conditions with Improvement

Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	132	825	0	469	58	31	80
Future Volume (vph)	132	825	0	469	58	31	80
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	4%	4%	4%	5%	5%
Adj. Flow (vph)	148	927	0	527	65	35	90
Shared Lane Traffic (%)							
Lane Group Flow (vph)	148	927	0	592	0	35	90
Turn Type	pm+pt	NA	Perm	NA		Prot	Prot
Protected Phases	1	6		2		3	3
Permitted Phases	6		2				
Detector Phase	1	6	2	2		3	3
Switch Phase							
Minimum Initial (s)	5.0	5.0	5.0	5.0		5.0	5.0
Minimum Split (s)	11.3	24.3	24.3	24.3		11.3	11.3
Total Split (s)	12.0	50.0	38.0	38.0		20.0	20.0
Total Split (%)	17.1%	71.4%	54.3%	54.3%		28.6%	28.6%
Yellow Time (s)	4.3	4.3	4.3	4.3		4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0		2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3		6.3	6.3
Lead/Lag	Lead		Lag	Lag			
Lead-Lag Optimize?	Yes		Yes	Yes			
Recall Mode	None	Min	None	None		None	None
v/c Ratio	0.28	0.40		0.38		0.13	0.29
Control Delay	6.1	5.7		12.3		19.0	8.2
Queue Delay	0.0	0.0		0.0		0.0	0.0
Total Delay	6.1	5.7		12.3		19.0	8.2
Queue Length 50th (ft)	15	59		62		8	0
Queue Length 95th (ft)	35	100		103		28	29
Internal Link Dist (ft)		2458		2796		1805	
Turn Bay Length (ft)	250						
Base Capacity (vph)	524	3384		2594		572	571
Starvation Cap Reductn	0	0		0		0	0
Spillback Cap Reductn	0	0		0		0	0
Storage Cap Reductn	0	0		0		0	0
Reduced v/c Ratio	0.28	0.27		0.23		0.06	0.16

Intersection Summary
Cycle Length: 70
Actuated Cycle Length: 42.6
Natural Cycle: 50
Control Type: Actuated-Uncoordinated

Splits and Phases: 3: SW 20th St & SW 44th Ave





Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (veh/h)	132	825	0	469	58	31	80
Future Volume (veh/h)	132	825	0	469	58	31	80
Number	1	6		2	12	3	18
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00				1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863		1827	1900	1810	1810
Adj Flow Rate, veh/h	148	927		527	65	35	90
Adj No. of Lanes	1	2		2	0	1	1
Peak Hour Factor	0.89	0.89		0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2		4	4	5	5
Cap, veh/h	552	2237		1240	153	151	135
Arrive On Green	0.09	0.63		0.40	0.40	0.09	0.09
Sat Flow, veh/h	1774	3632		3204	383	1723	1538
Grp Volume(v), veh/h	148	927		293	299	35	90
Grp Sat Flow(s),veh/h/ln	1774	1770		1736	1759	1723	1538
Q Serve(g_s), s	1.9	5.9		5.5	5.5	0.9	2.6
Cycle Q Clear(g_c), s	1.9	5.9		5.5	5.5	0.9	2.6
Prop In Lane	1.00				0.22	1.00	1.00
Lane Grp Cap(c), veh/h	552	2237		692	701	151	135
V/C Ratio(X)	0.27	0.41		0.42	0.43	0.23	0.67
Avail Cap(c_a), veh/h	611	3437		1223	1239	525	468
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	6.0	4.1		9.8	9.8	19.1	19.9
Incr Delay (d2), s/veh	0.3	0.1		0.4	0.4	0.8	5.5
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	2.9		2.7	2.7	0.4	1.3
LnGrp Delay(d),s/veh	6.3	4.2		10.2	10.2	19.9	25.4
LnGrp LOS	A	A		B	B	B	C
Approach Vol, veh/h		1075		592		125	
Approach Delay, s/veh		4.5		10.2		23.9	
Approach LOS		A		B		C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2				6		8
Phs Duration (G+Y+Rc), s	10.5	24.2				34.8		10.3
Change Period (Y+Rc), s	6.3	6.3				6.3		6.3
Max Green Setting (Gmax), s	5.7	31.7				43.7		13.7
Max Q Clear Time (g_c+I1), s	3.9	7.5				7.9		4.6
Green Ext Time (p_c), s	0.1	10.4				12.0		0.2

Intersection Summary	
HCM 2010 Ctrl Delay	7.8
HCM 2010 LOS	A

Notes

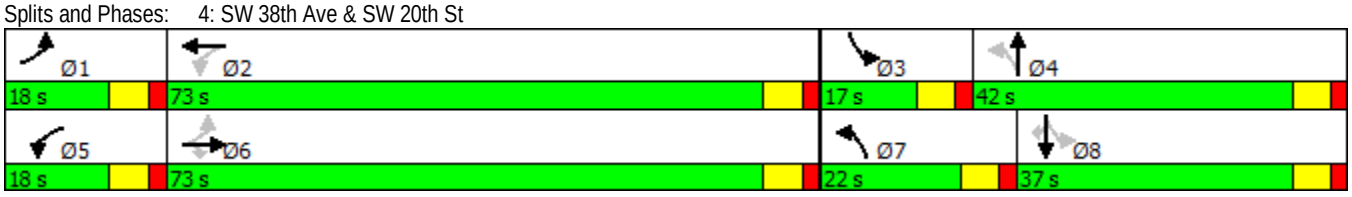
User approved ignoring U-Turning movement.

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	63	752	59	155	419	168	63	130	254	75	68	32
Future Volume (vph)	63	752	59	155	419	168	63	130	254	75	68	32
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	3%	3%	3%	11%	11%	11%
Adj. Flow (vph)	69	826	65	170	460	185	69	143	279	82	75	35
Shared Lane Traffic (%)												
Lane Group Flow (vph)	69	826	65	170	645	0	69	422	0	82	75	35
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	5.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	11.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	18.0	73.0	73.0	18.0	73.0		22.0	42.0		17.0	37.0	37.0
Total Split (%)	12.0%	48.7%	48.7%	12.0%	48.7%		14.7%	28.0%		11.3%	24.7%	24.7%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.17	0.98	0.08	0.92	0.39		0.17	0.97		0.55	0.17	0.08
Control Delay	16.0	67.7	0.2	87.3	23.4		34.3	82.7		48.1	46.6	0.3
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	16.0	67.7	0.2	87.3	23.4		34.3	82.7		48.1	46.6	0.3
Queue Length 50th (ft)	30	796	0	119	196		46	360		55	58	0
Queue Length 95th (ft)	54	#1091	1	#274	255		83	#579		97	109	0
Internal Link Dist (ft)		2796			1461			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	447	839	777	184	1663		487	447		160	434	455
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.15	0.98	0.08	0.92	0.39		0.14	0.94		0.51	0.17	0.08

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 148
Natural Cycle: 120
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	63	752	59	155	419	168	63	130	254	75	68	32
Future Volume (veh/h)	63	752	59	155	419	168	63	130	254	75	68	32
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1827	1827	1900	1845	1845	1900	1712	1712	1712
Adj Flow Rate, veh/h	69	826	39	170	460	171	69	143	186	82	75	8
Adj No. of Lanes	1	1	1	1	2	0	1	1	0	1	1	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	4	4	4	3	3	3	11	11	11
Cap, veh/h	427	885	752	204	1256	463	377	159	207	164	389	331
Arrive On Green	0.03	0.47	0.47	0.07	0.51	0.51	0.04	0.22	0.22	0.05	0.23	0.23
Sat Flow, veh/h	1774	1863	1583	1740	2484	916	1757	729	948	1630	1712	1455
Grp Volume(v), veh/h	69	826	39	170	320	311	69	0	329	82	75	8
Grp Sat Flow(s),veh/h/ln	1774	1863	1583	1740	1736	1665	1757	0	1677	1630	1712	1455
Q Serve(g_s), s	2.6	55.5	1.8	6.6	14.8	15.0	4.0	0.0	25.3	5.1	4.7	0.6
Cycle Q Clear(g_c), s	2.6	55.5	1.8	6.6	14.8	15.0	4.0	0.0	25.3	5.1	4.7	0.6
Prop In Lane	1.00		1.00	1.00		0.55	1.00		0.57	1.00		1.00
Lane Grp Cap(c), veh/h	427	885	752	204	878	842	377	0	366	164	389	331
V/C Ratio(X)	0.16	0.93	0.05	0.83	0.36	0.37	0.18	0.00	0.90	0.50	0.19	0.02
Avail Cap(c_a), veh/h	522	937	796	243	878	842	511	0	451	212	396	337
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	17.1	32.9	18.8	29.7	19.9	19.9	37.8	0.0	50.4	39.9	41.4	39.8
Incr Delay (d2), s/veh	0.2	15.4	0.0	18.8	0.3	0.3	0.2	0.0	18.1	2.3	0.2	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.3	32.2	0.8	4.2	7.2	7.0	2.0	0.0	13.5	2.4	2.3	0.2
LnGrp Delay(d),s/veh	17.3	48.3	18.8	48.5	20.1	20.2	38.0	0.0	68.5	42.2	41.7	39.9
LnGrp LOS	B	D	B	D	C	C	D		E	D	D	D
Approach Vol, veh/h		934			801			398			165	
Approach Delay, s/veh		44.8			26.2			63.2			41.9	
Approach LOS		D			C			E			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	10.9	73.4	13.1	35.2	15.0	69.3	11.9	36.4
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	11.7	66.7	10.7	35.7	11.7	66.7	15.7	30.7
Max Q Clear Time (g_c+I1), s	4.6	17.0	7.1	27.3	8.6	57.5	6.0	6.7
Green Ext Time (p_c), s	0.1	12.9	0.0	1.6	0.1	5.5	0.1	2.6

Intersection Summary	
HCM 2010 Ctrl Delay	41.3
HCM 2010 LOS	D

AM Peak Hour Buildout Traffic Conditions (with Background Improvement)

Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	153	919	0	523	58	31	92
Future Volume (vph)	153	919	0	523	58	31	92
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	4%	4%	4%	5%	5%
Adj. Flow (vph)	172	1033	0	588	65	35	103
Shared Lane Traffic (%)							
Lane Group Flow (vph)	172	1033	0	653	0	35	103
Turn Type	pm+pt	NA	Perm	NA		Prot	Prot
Protected Phases	1	6		2		3	3
Permitted Phases	6		2				
Detector Phase	1	6	2	2		3	3
Switch Phase							
Minimum Initial (s)	5.0	5.0	5.0	5.0		5.0	5.0
Minimum Split (s)	11.3	24.3	24.3	24.3		11.3	11.3
Total Split (s)	12.0	50.0	38.0	38.0		20.0	20.0
Total Split (%)	17.1%	71.4%	54.3%	54.3%		28.6%	28.6%
Yellow Time (s)	4.3	4.3	4.3	4.3		4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0		2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3		6.3	6.3
Lead/Lag	Lead		Lag	Lag			
Lead-Lag Optimize?	Yes		Yes	Yes			
Recall Mode	None	Min	None	None		None	None
v/c Ratio	0.34	0.44		0.41		0.13	0.32
Control Delay	6.5	5.9		12.4		19.6	8.3
Queue Delay	0.0	0.0		0.0		0.0	0.0
Total Delay	6.5	5.9		12.4		19.6	8.3
Queue Length 50th (ft)	17	68		70		8	0
Queue Length 95th (ft)	40	116		116		29	32
Internal Link Dist (ft)		4996		2796		1805	
Turn Bay Length (ft)	250						
Base Capacity (vph)	508	3332		2536		556	567
Starvation Cap Reductn	0	0		0		0	0
Spillback Cap Reductn	0	0		0		0	0
Storage Cap Reductn	0	0		0		0	0
Reduced v/c Ratio	0.34	0.31		0.26		0.06	0.18

Intersection Summary
Cycle Length: 70
Actuated Cycle Length: 43.9
Natural Cycle: 50
Control Type: Actuated-Uncoordinated

Splits and Phases: 3: SW 20th St & SW 44th Ave





Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (veh/h)	153	919	0	523	58	31	92
Future Volume (veh/h)	153	919	0	523	58	31	92
Number	1	6		2	12	3	18
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00				1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863		1827	1900	1810	1810
Adj Flow Rate, veh/h	172	1033		588	65	35	103
Adj No. of Lanes	1	2		2	0	1	1
Peak Hour Factor	0.89	0.89		0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2		4	4	5	5
Cap, veh/h	537	2276		1317	145	162	144
Arrive On Green	0.09	0.64		0.42	0.42	0.09	0.09
Sat Flow, veh/h	1774	3632		3245	348	1723	1538
Grp Volume(v), veh/h	172	1033		323	330	35	103
Grp Sat Flow(s),veh/h/ln	1774	1770		1736	1766	1723	1538
Q Serve(g_s), s	2.3	7.0		6.4	6.4	0.9	3.1
Cycle Q Clear(g_c), s	2.3	7.0		6.4	6.4	0.9	3.1
Prop In Lane	1.00				0.20	1.00	1.00
Lane Grp Cap(c), veh/h	537	2276		725	737	162	144
V/C Ratio(X)	0.32	0.45		0.45	0.45	0.22	0.71
Avail Cap(c_a), veh/h	582	3230		1149	1169	493	440
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	6.2	4.3		10.0	10.0	20.1	21.1
Incr Delay (d2), s/veh	0.3	0.1		0.4	0.4	0.7	6.4
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	3.3		3.1	3.2	0.5	1.6
LnGrp Delay(d),s/veh	6.6	4.4		10.4	10.4	20.7	27.5
LnGrp LOS	A	A		B	B	C	C
Approach Vol, veh/h		1205		653		138	
Approach Delay, s/veh		4.8		10.4		25.8	
Approach LOS		A		B		C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2				6		8
Phs Duration (G+Y+Rc), s	10.8	26.3				37.1		10.8
Change Period (Y+Rc), s	6.3	6.3				6.3		6.3
Max Green Setting (Gmax), s	5.7	31.7				43.7		13.7
Max Q Clear Time (g_c+I1), s	4.3	8.4				9.0		5.1
Green Ext Time (p_c), s	0.1	11.6				13.8		0.2

Intersection Summary	
HCM 2010 Ctrl Delay	8.1
HCM 2010 LOS	A

Notes

User approved ignoring U-Turning movement.

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	77	820	59	155	503	168	63	130	254	75	68	49
Future Volume (vph)	77	820	59	155	503	168	63	130	254	75	68	49
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	3%	3%	3%	11%	11%	11%
Adj. Flow (vph)	85	901	65	170	553	185	69	143	279	82	75	54
Shared Lane Traffic (%)												
Lane Group Flow (vph)	85	901	65	170	738	0	69	422	0	82	75	54
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	11.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	18.0	73.0	73.0	18.0	73.0		22.0	42.0		17.0	37.0	37.0
Total Split (%)	12.0%	48.7%	48.7%	12.0%	48.7%		14.7%	28.0%		11.3%	24.7%	24.7%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.24	1.07	0.08	0.91	0.46		0.17	0.97		0.55	0.17	0.12
Control Delay	16.7	91.7	0.2	84.9	26.6		34.3	82.7		48.1	46.6	0.5
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	16.7	91.7	0.2	84.9	26.6		34.3	82.7		48.1	46.6	0.5
Queue Length 50th (ft)	37	~986	0	117	242		46	360		55	58	0
Queue Length 95th (ft)	64	#1247	1	#272	310		83	#579		97	109	0
Internal Link Dist (ft)		2796			4210			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	392	839	777	186	1593		487	447		160	434	455
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.22	1.07	0.08	0.91	0.46		0.14	0.94		0.51	0.17	0.12

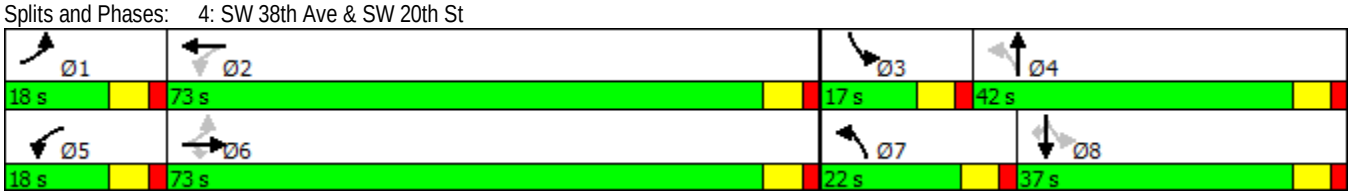
Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 148
Natural Cycle: 140
Control Type: Actuated-Uncoordinated

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	77	820	59	155	503	168	63	130	254	75	68	49
Future Volume (veh/h)	77	820	59	155	503	168	63	130	254	75	68	49
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1827	1827	1900	1845	1845	1900	1712	1712	1712
Adj Flow Rate, veh/h	85	901	39	170	553	171	69	143	183	82	75	12
Adj No. of Lanes	1	1	1	1	2	0	1	1	0	1	1	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	4	4	4	3	3	3	11	11	11
Cap, veh/h	401	885	752	192	1355	418	367	157	201	158	381	323
Arrive On Green	0.04	0.47	0.47	0.08	0.52	0.52	0.04	0.21	0.21	0.05	0.22	0.22
Sat Flow, veh/h	1774	1863	1583	1740	2615	806	1757	736	942	1630	1712	1455
Grp Volume(v), veh/h	85	901	39	170	366	358	69	0	326	82	75	12
Grp Sat Flow(s),veh/h/ln	1774	1863	1583	1740	1736	1685	1757	0	1678	1630	1712	1455
Q Serve(g_s), s	3.4	66.7	1.9	9.4	18.1	18.2	4.3	0.0	26.6	5.5	5.0	0.9
Cycle Q Clear(g_c), s	3.4	66.7	1.9	9.4	18.1	18.2	4.3	0.0	26.6	5.5	5.0	0.9
Prop In Lane	1.00		1.00	1.00		0.48	1.00		0.56	1.00		1.00
Lane Grp Cap(c), veh/h	401	885	752	192	899	873	367	0	358	158	381	323
V/C Ratio(X)	0.21	1.02	0.05	0.88	0.41	0.41	0.19	0.00	0.91	0.52	0.20	0.04
Avail Cap(c_a), veh/h	481	885	752	196	899	873	489	0	427	198	381	323
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	18.1	36.9	19.8	43.9	20.7	20.7	40.6	0.0	53.9	42.8	44.4	42.8
Incr Delay (d2), s/veh	0.3	34.9	0.0	34.1	0.3	0.3	0.2	0.0	21.2	2.6	0.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.7	42.7	0.8	8.3	8.7	8.5	2.1	0.0	14.4	2.6	2.4	0.4
LnGrp Delay(d),s/veh	18.4	71.8	19.9	78.0	21.0	21.0	40.8	0.0	75.2	45.4	44.7	42.9
LnGrp LOS	B	F	B	E	C	C	D		E	D	D	D
Approach Vol, veh/h		1025			894			395			169	
Approach Delay, s/veh		65.4			31.8			69.2			44.9	
Approach LOS		E			C			E			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.6	79.1	13.5	36.2	17.7	73.0	12.2	37.5
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	11.7	66.7	10.7	35.7	11.7	66.7	15.7	30.7
Max Q Clear Time (g_c+I1), s	5.4	20.2	7.5	28.6	11.4	68.7	6.3	7.0
Green Ext Time (p_c), s	0.1	15.4	0.0	1.3	0.0	0.0	0.1	2.6

Intersection Summary	
HCM 2010 Ctrl Delay	52.5
HCM 2010 LOS	D

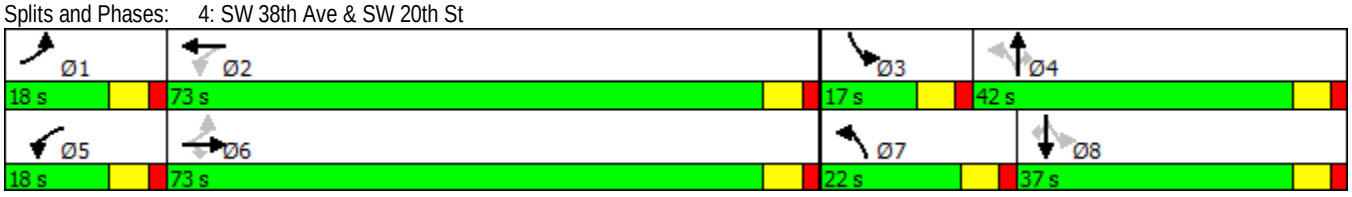
AM Peak Hour Buildout Traffic Conditions with Mitigation

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	77	820	59	155	503	168	63	130	254	75	68	49
Future Volume (vph)	77	820	59	155	503	168	63	130	254	75	68	49
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	3%	3%	3%	11%	11%	11%
Adj. Flow (vph)	85	901	65	170	553	185	69	143	279	82	75	54
Shared Lane Traffic (%)												
Lane Group Flow (vph)	85	901	65	170	738	0	69	143	279	82	75	54
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4		4	8		8
Detector Phase	1	6	6	5	2		7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	5.0	20.0		5.0	10.0	10.0	5.0	10.0	10.0
Minimum Split (s)	11.3	26.3	26.3	16.3	26.3		11.3	20.0	20.0	11.3	20.0	20.0
Total Split (s)	18.0	73.0	73.0	18.0	73.0		22.0	42.0	42.0	17.0	37.0	37.0
Total Split (%)	12.0%	48.7%	48.7%	12.0%	48.7%		14.7%	28.0%	28.0%	11.3%	24.7%	24.7%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3	4.3	4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3	6.3	6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None	None	None	None	None
v/c Ratio	0.20	0.93	0.07	0.79	0.40		0.24	0.64	0.65	0.36	0.31	0.18
Control Delay	10.4	47.3	0.3	56.8	17.5		39.9	67.5	14.5	42.8	55.2	1.2
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	10.4	47.3	0.3	56.8	17.5		39.9	67.5	14.5	42.8	55.2	1.2
Queue Length 50th (ft)	24	689	0	90	172		46	116	7	55	58	0
Queue Length 95th (ft)	51	#1075	2	#231	254		85	188	92	99	110	0
Internal Link Dist (ft)		2796			4210			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	486	965	876	214	1848		366	511	629	239	408	435
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.17	0.93	0.07	0.79	0.40		0.19	0.28	0.44	0.34	0.18	0.12

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 129
Natural Cycle: 100
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	77	820	59	155	503	168	63	130	254	75	68	49
Future Volume (veh/h)	77	820	59	155	503	168	63	130	254	75	68	49
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1827	1827	1900	1845	1845	1845	1712	1712	1712
Adj Flow Rate, veh/h	85	901	39	170	553	171	69	143	139	82	75	12
Adj No. of Lanes	1	1	1	1	2	0	1	1	1	1	1	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	4	4	4	3	3	3	11	11	11
Cap, veh/h	456	999	849	232	1457	449	262	219	187	203	222	188
Arrive On Green	0.04	0.54	0.54	0.06	0.56	0.56	0.05	0.12	0.12	0.06	0.13	0.13
Sat Flow, veh/h	1774	1863	1583	1740	2615	806	1757	1845	1568	1630	1712	1455
Grp Volume(v), veh/h	85	901	39	170	366	358	69	143	139	82	75	12
Grp Sat Flow(s),veh/h/ln	1774	1863	1583	1740	1736	1685	1757	1845	1568	1630	1712	1455
Q Serve(g_s), s	2.4	48.6	1.3	4.9	13.3	13.4	3.8	8.3	9.6	4.9	4.5	0.8
Cycle Q Clear(g_c), s	2.4	48.6	1.3	4.9	13.3	13.4	3.8	8.3	9.6	4.9	4.5	0.8
Prop In Lane	1.00		1.00	1.00		0.48	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	456	999	849	232	967	939	262	219	187	203	222	188
V/C Ratio(X)	0.19	0.90	0.05	0.73	0.38	0.38	0.26	0.65	0.75	0.40	0.34	0.06
Avail Cap(c_a), veh/h	568	1109	943	305	1034	1003	426	588	500	265	469	399
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	11.1	23.3	12.3	24.1	13.9	13.9	40.6	47.1	47.7	40.4	44.4	42.8
Incr Delay (d2), s/veh	0.2	9.6	0.0	6.1	0.2	0.3	0.5	3.2	5.8	1.3	0.9	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.2	27.4	0.6	3.2	6.4	6.2	1.9	4.4	4.5	2.3	2.2	0.3
LnGrp Delay(d),s/veh	11.3	32.9	12.4	30.2	14.1	14.2	41.2	50.4	53.5	41.7	45.3	42.9
LnGrp LOS	B	C	B	C	B	B	D	D	D	D	D	D
Approach Vol, veh/h		1025			894			351			169	
Approach Delay, s/veh		30.3			17.2			49.8			43.3	
Approach LOS		C			B			D			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	10.9	68.7	12.7	19.6	13.3	66.4	11.5	20.8
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	11.7	66.7	10.7	35.7	11.7	66.7	15.7	30.7
Max Q Clear Time (g_c+I1), s	4.4	15.4	6.9	11.6	6.9	50.6	5.8	6.5
Green Ext Time (p_c), s	0.1	15.8	0.0	1.7	0.2	9.4	0.1	1.7

Intersection Summary	
HCM 2010 Ctrl Delay	29.2
HCM 2010 LOS	C

PM Peak Hour Arterial Analysis (Background and Buildout with Background Improvement)

Arterial Level of Service: EB SW 20th St

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
SW 44th Ave	II	45	116.9	5.9	122.8	1.46	42.8	A
SW 38th Ave	II	45	43.6	74.1	117.7	0.54	16.7	E
College of Central F	II	45	46.7	36.6	83.3	0.58	25.2	C
SW 27th Ave	II	45	39.7	69.3	109.0	0.42	13.9	E
Total	II		246.9	185.9	432.8	3.01	25.0	C

Arterial Level of Service: WB SW 20th St

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
SW 31st Ave	II	45	39.7	11.8	51.5	0.42	29.5	B
SW 38th Ave	II	45	46.7	33.4	80.1	0.58	26.2	C
SW 44th Ave	II	45	43.6	13.5	57.1	0.54	34.3	B
SW 60th Ave	II	45	116.9	37.0	153.9	1.46	34.2	B
Total	II		246.9	95.7	342.6	3.01	31.6	B

Arterial Level of Service: EB SW 20th St

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
SW 44th Ave	II	45	116.9	5.9	122.8	1.46	42.8	A
SW 38th Ave	II	45	43.6	95.6	139.2	0.54	14.1	E
College of Central F	II	45	46.7	45.1	91.8	0.58	22.9	C
SW 27th Ave	II	45	39.7	74.9	114.6	0.42	13.3	E
Total	II		246.9	221.5	468.4	3.01	23.1	C

Arterial Level of Service: WB SW 20th St

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
SW 31st Ave	II	45	39.7	13.2	52.9	0.42	28.7	B
SW 38th Ave	II	45	46.7	37.6	84.3	0.58	24.9	C
SW 44th Ave	II	45	43.6	13.7	57.3	0.54	34.2	B
SW 60th Ave	II	45	116.9	42.2	159.1	1.46	33.1	B
Total	II		246.9	106.7	353.6	3.01	30.7	B

Appendix G: Signal Warrant Analysis Worksheets

Pagones Theorem			
Situation	**Approach configuration**	**Condition**	**Reduction of right turns**
1	Shared Left/ Through/Right	$R > 0.7A$ $0.7A \geq R > 0.35A$ $R \leq 0.35A$	Reduce R by 60 percent Reduce R by 40 percent Reduce R by 20 percent
2	Exclusive Left, Shared Through/ Right	$R > 3T$ $3T \geq R > T/3$ $R \leq T/3$	Reduce R by 60 percent Reduce R by 40 percent Reduce R by 20 percent
3	Any configuration with an exclusive right turn lane (usually ≥ 600 feet long)		Reduce R by 75 percent in all cases
4	Shared Left/Through and Shared Through/Right	$R > (T + L)$ $L > (T + R)$ $L = T = R$ (±10 vehicles) $L = T > 3R$ $R = T > 3L$ All other cases	Reduce R by 65 percent Use Situation 2 Reduce R by 40 percent Reduce R by 20 percent Reduce R by 50 percent Reduce R by 30 percent
5	Exclusive Left, Exclusive Through and Shared Through/Right	$R > T$ $T \geq R > T/2$ $T/2 \geq R > T/4$ $R \leq T/4$	Reduce R by 75 percent Reduce R by 50 percent Reduce R by 30 percent Reduce R by 15 percent

Where: L = number of left turning vehicles in approach;
T = number of through vehicles in approach;
R = number of right turning vehicles in approach; and
$A = (L + T + R)$.

TABLE 3
TRAFFIC SIGNAL WARRANT SUMMARY

City: Ocala | Engineer: Kimley-Horn
County: Marion | Date: March 20, 2018

Major Street: SW 20th Street | Lanes: 2 | Critical Approach Speed: 45
Minor Street: SW 44th Avenue | Lanes: 2

includes RT volume reduction for Pagones Theorem

Volume Level Criteria

1. Is the critical speed of major street traffic > 70 km/h (40 mph) ? ■ Yes ☐ No
2. Is the intersection in a built-up area of isolated community of <10,000 population? ☐ Yes ■ No

If Question 1 or 2 above is answered "Yes", then use "70%" volume level ■ 70% ☐ 100%

WARRANT 3 - PEAK HOUR

Applicable: ■ Yes ☐ No
Satisfied: ■ Yes ☐ No

If all three criteria are fullfilled or the plotted point lies above the appropriate line, then the warrant is satisfed.

Unusual condition justifying use of warrant:

N/A

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour Volumes	
4:15 PM - 5:15 PM	
Major Street	1,639
Minor Street	124

Criteria

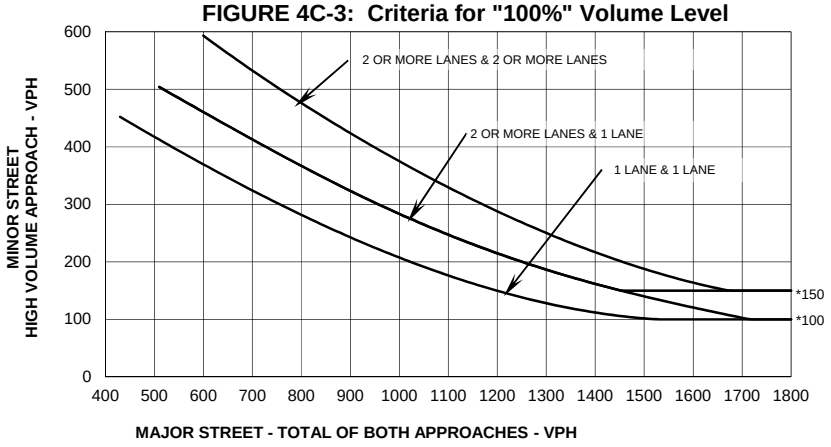
1. Delay on Minor Approach *(vehicle-hours)		
Approach Lanes	1	**2**
Delay Criteria*	4.0	**5.0**
Delay*		**2.9**
Fulfilled?: ☐ Yes	■ No	

2. Volume on Minor Approach *(vehicles per hour)		
Approach Lanes	1	**2**
Volume Criteria*	100	**150**
Volume*		**124**
Fulfilled?: ☐ Yes	■ No	

3. Total Entering Volume *(vehicles per hour)		
No. of Approaches	3	**4**
Volume Criteria*	650	**800**
Volume*		**1,763**
Fulfilled?: ■ Yes	☐ No	

Plot volume combination on the applicable figure below.

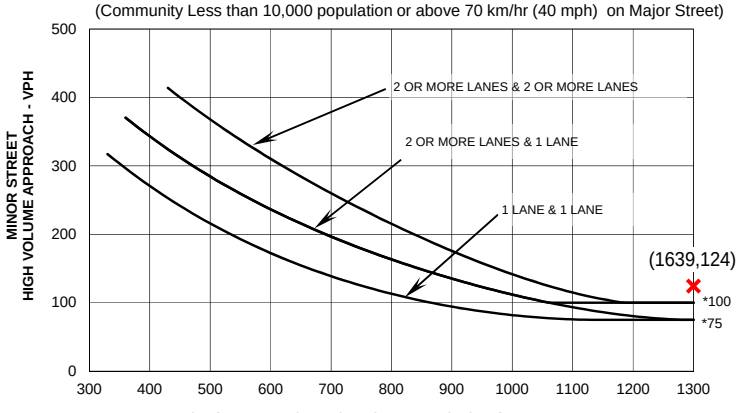
FIGURE 4C-3: Criteria for "100%" Volume Level



** Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

FIGURE 4C-4: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



** Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

Source: Revised from NCHRP Report 457

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TABLE 3
TRAFFIC SIGNAL WARRANT SUMMARY

City: Ocala | Engineer: Kimley-Horn
County: Marion | Date: March 20, 2018

Major Street: SW 40th Street | Lanes: 1 | Critical Approach Speed: 45
Minor Street: SW 43rd Court | Lanes: 1
includes RT volume reduction for Pagones Theorem

Volume Level Criteria

1. Is the critical speed of major street traffic > 70 km/h (40 mph) ? ■ Yes ☐ No
2. Is the intersection in a built-up area of isolated community of <10,000 population? ☐ Yes ■ No

If Question 1 or 2 above is answered "Yes", then use "70%" volume level ■ 70% ☐ 100%

WARRANT 3 - PEAK HOUR

Applicable: ■ Yes ☐ No
Satisfied: ☐ Yes ■ No

If all three criteria are fullfilled or the plotted point lies above the appropriate line, then the warrant is satisfed.

Plot volume combination on the applicable figure below.

Unusual condition justifying use of warrant:

N/A

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour Volumes	
4:15 PM - 5:15 PM	
Major Street	1,136
Minor Street	137

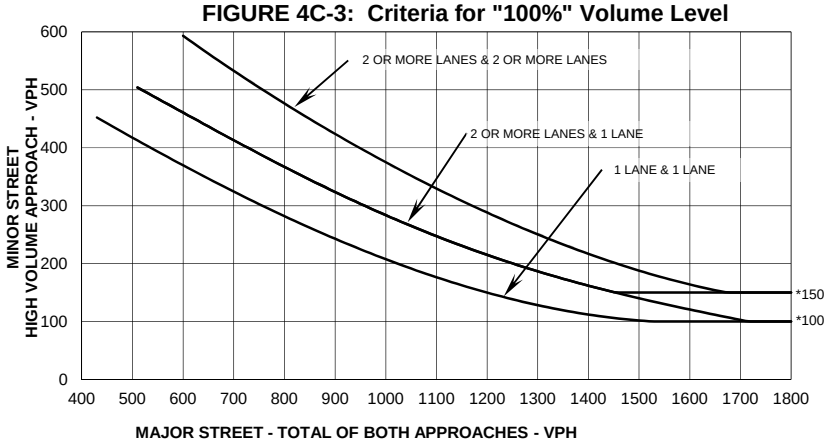
Criteria

1. Delay on Minor Approach *(vehicle-hours)		
Approach Lanes	**1**	2
Delay Criteria*	**4.0**	5.0
Delay*	**2.9**	
Fulfilled?: ☐ Yes	■ No	

2. Volume on Minor Approach *(vehicles per hour)		
Approach Lanes	**1**	2
Volume Criteria*	**100**	150
Volume*	**137**	
Fulfilled?: ■ Yes	☐ No	

3. Total Entering Volume *(vehicles per hour)		
No. of Approaches	3	**4**
Volume Criteria*	650	**800**
Volume*		**1,273**
Fulfilled?: ■ Yes	☐ No	

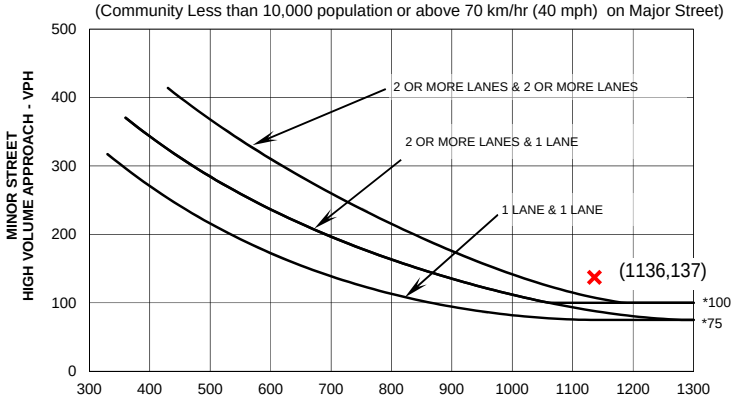
FIGURE 4C-3: Criteria for "100%" Volume Level



** Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

FIGURE 4C-4: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



** Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

Source: Revised from NCHRP Report 457

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TABLE 3
TRAFFIC SIGNAL WARRANT SUMMARY

City: Ocala | Engineer: Kimley-Horn
County: Marion | Date: March 20, 2018

Major Street: SW 20th Street | Lanes: 2 | Critical Approach Speed: 45
Minor Street: SW 54th Court | Lanes: 1
includes RT volume reduction for Pagones Theorem

Volume Level Criteria

1. Is the critical speed of major street traffic > 70 km/h (40 mph) ? ■ Yes ☐ No
2. Is the intersection in a built-up area of isolated community of <10,000 population? ☐ Yes ■ No

If Question 1 or 2 above is answered "Yes", then use "70%" volume level ■ 70% ☐ 100%

WARRANT 3 - PEAK HOUR

Applicable: ■ Yes ☐ No
Satisfied: ■ Yes ☐ No

If all three criteria are fullfilled or the plotted point lies above the appropriate line, then the warrant is satisfed.

Plot volume combination on the applicable figure below.

Unusual condition justifying use of warrant:

N/A

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour Volumes	
4:30 PM - 5:30 PM	
Major Street	1,846
Minor Street	181

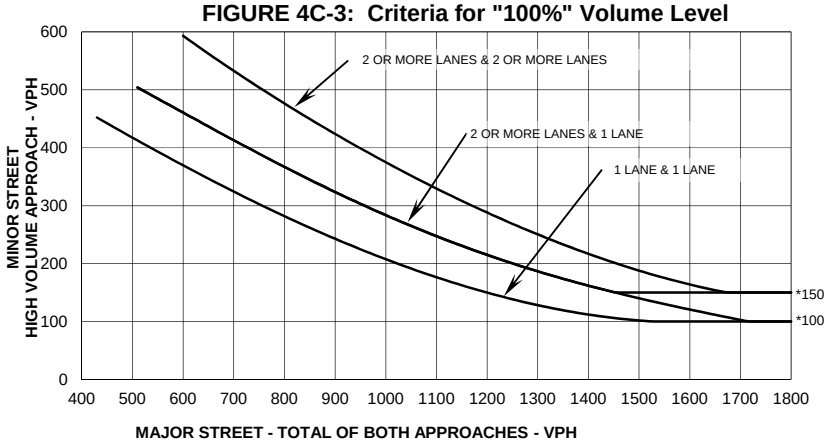
Criteria

1. Delay on Minor Approach *(vehicle-hours)		
Approach Lanes	**1**	2
Delay Criteria*	**4.0**	5.0
Delay*	**89.4**	
Fulfilled?: ■ Yes ☐ No		

2. Volume on Minor Approach *(vehicles per hour)		
Approach Lanes	**1**	2
Volume Criteria*	**100**	150
Volume*	**181**	
Fulfilled?: ■ Yes ☐ No		

3. Total Entering Volume *(vehicles per hour)		
No. of Approaches	3	**4**
Volume Criteria*	650	**800**
Volume*		**2,027**
Fulfilled?: ■ Yes ☐ No		

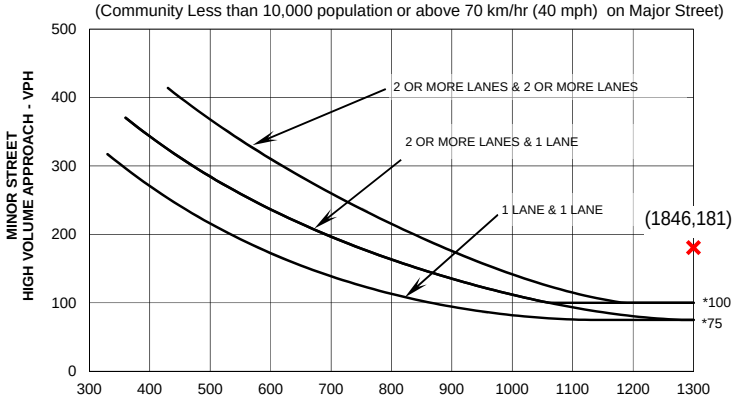
FIGURE 4C-3: Criteria for "100%" Volume Level



** Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

FIGURE 4C-4: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



** Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

Source: Revised from NCHRP Report 457

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Appendix H: Proportionate Share Calculations

COUNTRY GREEN PD
SW 20TH STREET AND SW 38TH AVE
PROPORTIONATE SHARE CALCULATION
2037 TOTAL BUILDOUT

Lane	Lane Group Capacity		
	without IMP[1]	with IMP[2]	Difference
EB Left	222	259	37
EB Through	668	759	91
EB Right	568	645	77
WB Left	298	330	32
WB Through	828	879	51
WB Right	849	901	52
NB Left	335	266	-69
NB Through	357	228	-129
NB Right	0	194	194
SB Left	282	365	83
SB Through	511	375	-136
SB Right	435	319	-116
Total	5,353	5,520	167
		Country Green Traffic at Intersection [3]	183
		Increase in Capacity	167
		Proportionate Share Percentage[4]:	100.00%

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\[TIA-CG_Calcs_180307.xlsx]Prop Share Int 4

Notes:

1. The 'without improvement' scenario includes all improvements needed to meet acceptable LOS under 'Future Background' traffic conditions before the addition of project traffic from the Country Green PD.

2. The 'with improvement' scenario includes all improvements in the 'without improvement' scenario as well as improvements identified to meet acceptable LOS with project traffic from the Country Green PD.

3. Total PM Peak Hour Country Green PD traffic at the intersection.

4. Calculated as the total project traffic for the Country Green PD at the intersection divided by the total increase in capacity due to the improvements (cannot exceed 100%)

Appendix I: Turn Lane Warrant

Right-Turn Lane Analysis - SW 20th Street Right-in/Right-out Access

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

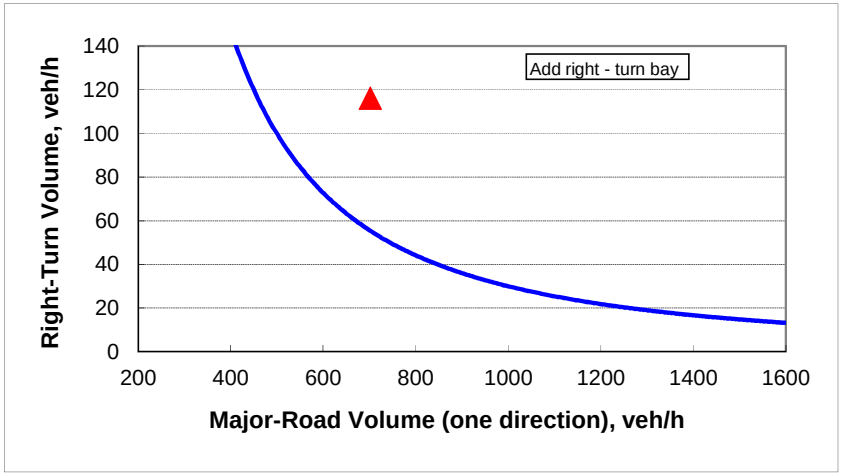
INPUT

Roadway geometry:	4-lane roadway

Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	702
Right-turn volume, veh/h:	116

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	55
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Add right-turn bay.	



Appendix J: Post-submittal Documentation and Study Approval

TRANSPORTATION IMPACT ANALYSIS
TRAFFIC STUDY
SUBMITTAL ACCEPTANCE

Date: September 4, 2018

Project: Country Green PD (TIA18-0001)

Applicant: Kimley-Horn and Associates

The submittal concerning the subject project has been approved by the review committee subject to submittal and finalization of the proportionate share agreement.

Oscar E. Tovar, PE, Deputy City Engineer
City Engineer's Office Department

Kimley»Horn

August 13, 2018

Ms. Karen Cupp
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471

RE: ***Country Green PD (TIA18-0001); Response to Comments***
Kimley-Horn Number 142742000

Dear Ms. Cupp:

Kimley-Horn and Associates, Inc. received comments dated August 2, 2018, for the above referenced project. Below are the comments and associated responses:

Transportation

1. Concur with planning comment on proportionate share determination.

   Response: Acknowledged.

Planning

2. Any proportionate share is to be determined through a settlement agreement per Tye Chighizola, Growth Management Director.

   Response: Acknowledged.

Marion County Growth Services

3. The study references a SW 20th Street/SW 54th Court intersection; however, SW 54th Court is not an established right-of-way/roadway south of SW 20th Street. Is it the proposed access driveway shown extending north-to-south along the site's west boundary – that appears to provide western access to the site's mid-third and southern-third residential development areas? Is this "driveway" intended to be made into a formal legal right-of-way?

   Response: The PD plan shows a proposed 50-foot right-of-way along the west and south property lines. The Country Green developer has attempted to reach the adjacent property owner to the west, Emergency One (E-One), to discuss donation of right-of-way to have a joint use driveway/roadway to serve both properties. It is the desire of Country Green to have the roadway split both property lines and have right-of-way donated equally from both properties. A response has not been received from E-One. The intent is to pave the roadway and then dedicate it to the City. There is also an obligation of the southern property owner to provide a paved east-west roadway connection from the SW 54th Court extension to SW 44th Avenue at the intersection with SW 31st Street.

Marion County Transportation

4. No comments received.

Response: Acknowledged.

Transportation Planning Organization (TPO)

5. TPO staff have reviewed the methodology and have no comments at this time.

Response: Acknowledged.

We trust these responses will provide the additional information as requested. Please feel free to contact our office if you have any questions.

Sincerely,
KIMLEY-HORN

Amber L. Gartner, PE

ALG/sab

Cc: Don Carll
File

\\kimley-horn.com\FL_OCA\OCA_Civil\142742000 - Wintergreen PD TIA\doc\TIA Response to Comments\RTCkc180813alg_Country Green TIA.docx

File #: 2022-0404 Agenda Item #: 6c.

Submitted By: Samantha Pintos

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve the sale of beer and wine for on-premise consumption for Soleil Confections, LLC d/b/a Soleil Bakery + Social House located at 56 SE 1st Ave Unit #101. (Quasi Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- **Applicant:** Soleil Confections, LLC d/b/a Soleil Bakery + Social House
- **Property Owner:** BigWig, LLC
- **Address:** 56 SE First Ave #101
- **Building area:** 2350 square feet
- **Seats / employees:** 50 seats / 5 employees
- **Required parking:** Downtown metered parking
- **Outside Sound:** No
- **Police Presence:** There have been Twenty-One (21) calls for service at this location during the past two years. None were criminal in nature.
- **Reason:** New location - no previous location permit
- **Request:** 2COP - The purpose of this permit is to allow the sale of beer and wine for on-premise consumption for Soleil Bakery + Social House during the hours of 7 p.m. - 10 p.m. Monday through Wednesday, 7 a.m - 11 p.m. and 1 p.m. - 6 p.m. on Sunday. (*Sec. 6-5 limits the hours and times during which alcoholic and intoxicating beverages may be sold, consumed or served, or permitted to be served or consumed, in any place or on any premises defined as a business establishment as follows: for each day of the week except Sunday, between the hours of 7:00 a.m. and 2:00 a.m. the following days. On Sunday, Alcoholic beverages may be sold for consumption on the premises only, between the hours of 11:00 a.m. on Sunday and 2:00 a.m. on Monday; and beer, ale and wine may be sold in sealed containers for consumption off the premises only, between the hours of 7:00 a.m. on Sunday and 2:00 a.m. on Monday.)*

- Staff requested comments from the Engineering, Growth Management, Police, and Fire Departments and requested legal review by the City Attorney.

FINDINGS AND CONCLUSIONS:
Proximity to schools, churches, day care centers: There are no schools within the 500' radius.

Proximity to other Alcohol Beverage Establishments: There are 25 within the 500' radius:

- Bank Street Patio Bar - 4COP
- Big Hammock Brewery - 2COP & CMBP
- Harry's - 4COP-SRX
- Hilton Garden Inn - 4COP-S
- Sushi Bistro - 2COP
- Ivy's on the Square - 4COP
- Tipsy Skipper - 4COP
- Marion Theater - 2COP
- Agapanthus - 2COP
- Marion Cultural Alliance - 14BC
- Corkscrew - 2COP
- The Lodge - 4COP
- Mark's Prime - 4COP
- O' Malley's Alley - 4COP
- Brick City BBQ - 4COP
- Cantina - 4COP-SRX
- Courtyard on Broadway - 4COP
- Ocala Wine Experience - 2COP
- Buzz & Grind - 2APS
- The Black Sheep on Broadway - 4COP
- La Cuisine - 4COP
- Downtown Billiards - 4COP
- Molly Maguire's of Ocala - 2COP
- Stellas The Modern Pantry - 2COP
- Mutiny - 4COP

Site Inspection: In compliance.

In accordance with Section 6-32(d), any location permit approved by city council shall initially be provisional for a period of 3 months which upon the request of the applicant can be extended an additional 3 months. During this provisional period the permit holder must provide to the building department a copy of the vendor's state issued alcoholic beverage license. If no license is filed during this provisional period, or if the name on the state issued license is not the same as the name of the permit holder, then the permit shall be automatically voided and of no legal effect, otherwise it shall become fully issued.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:
The application has been reviewed and approved for form and legality by the City Attorney, Robert Batsel, Jr.

ALTERNATIVE:

- Approve
- Deny
- Table
- If the City's alcoholic beverage location permit is not approved, the state will not issue a license and alcohol beverage sales will not be permitted.

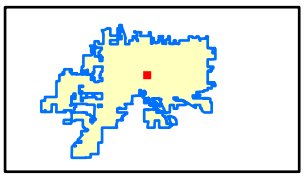
ADDITIONAL SUPPORT MATERIALS AVAILABLE UPON REQUEST:
Application, legal documents and photos for Case #1003927.

ALCOHOL BEVERAGE PERMIT MAP

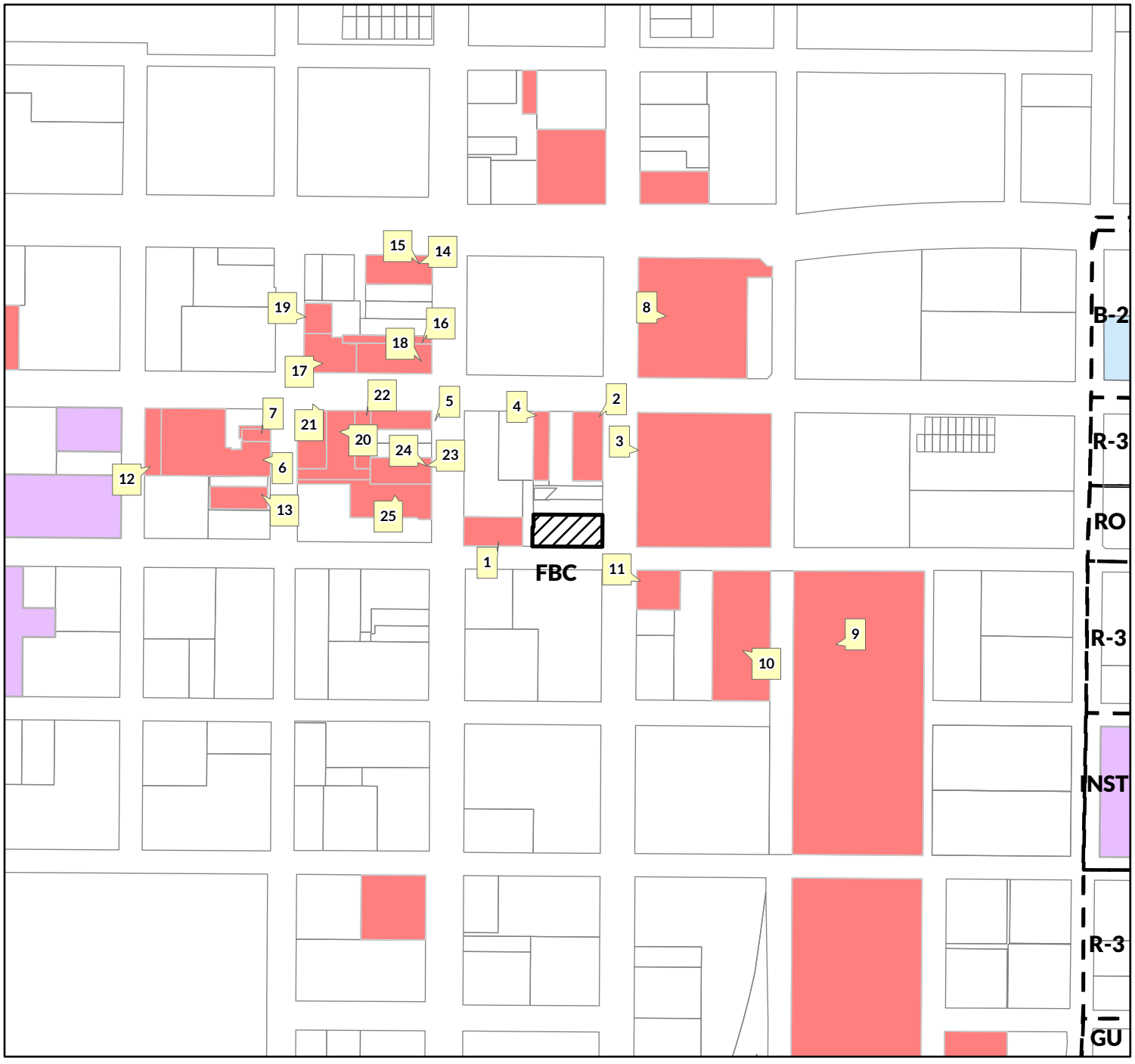
COUNCIL MEETING: 03/15/2022

CASE NUMBER: LIC-1003927
PARCEL NUMBER: 2823-055-011
BUSINESS NAME: Soleil Bakery + Social House
ADDRESS: 56 SE 1st Ave #101
ZONING: FBC Form Base Code
PROPOSED: On-premise consumption of beer and wine

LOCATION MAP



SEC 17 TWP 22 RNG 15



Existing Alcohol Permit On Parcels
Alcohol Permit Case
Schools
Churches
Parcels
Zoning District

ZONING MAP

500 Feet

1 IVY ON THE SQUARE
2 HARRY'S SEAFOOD BAR & GRILLE
3 CANTINA
4 SUSHI BISTRO OF OCALA
5 THE LODGE
6 COURTYARD ON BROADWAY
7 OCALA WINE EXPERIENCE
8 HILTON GARDEN INN OCALA
9 BUZZ & GRIND (B&G CRAFT, LLC)
10 120 PATIO BAR, LLC
11 BIG HAMMOCK BREWERY & BITES
12 THE BLACK SHEEP ON BROADWAY
13 LA CUISINE
14 BRICK CITY SOUTHERN KITCHEN
15 DOWNTOWN BILLIARDS INC
16 O'MALLEYS ALLEY
17 MARION CULTURAL ALLIANCE
18 MARKS PRIME STEAKHOUSE-ALCOHOL
19 MOLLY MAGUIRES OF OCALA
20 AGAPANTHUS OCALA
21 STELLAS THE MODERN PANTRY
22 CORKSKREW WINERY & BREWERY
23 MUTINY BAR OCALA
24 THE TIPSY SKIPPER
25 MARION THEATRE

Prepared by: *CITY OF OCALA GROWTH MANAGEMENT DEPARTMENT*



Detail by Entity Name

Florida Limited Liability Company
SOLEIL CONFECTIONS, LLC

Filing Information

Document Number	L20000044243
FEI/EIN Number	85-1783281
Date Filed	02/06/2020
Effective Date	04/02/2020
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	09/14/2020
Event Effective Date	NONE

Principal Address

4036 SE 40th St
OCALA, FL 34480

Changed: 01/09/2021

Mailing Address

4036 SE 40TH ST
OCALA, FL 34480

Changed: 09/17/2020

Registered Agent Name & Address

PATRICK, CHRIS
4036 SE 40TH ST.
OCALA, FL 34480

Address Changed: 09/14/2020

Authorized Person(s) Detail

Name & Address

Title AR

PATRICK, CHRIS
4036 SE 40TH ST
OCALA, FL 34480

Title AR

PATRICK, MELANIE
4036 SE 40TH ST
OCALA, FL 34480

Annual Reports

Report Year	Filed Date
2021	01/09/2021
2022	02/17/2022

Document Images

02/17/2022 -- ANNUAL REPORT	View image in PDF format
01/09/2021 -- ANNUAL REPORT	View image in PDF format
09/14/2020 -- CORLCRACHG	View image in PDF format
02/06/2020 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

File #: 2022-0405 Agenda Item #: 6d.

Submitted By: Samantha Pintos

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve the sale of beer and wine for off-premise consumption for 7-Eleven, Inc, a Texas Corporation d/b/a 7-Eleven #41828 located at 2811 NW 10th Street. (Quasi Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- **Applicant:** 7-Eleven, Inc., a Texas Corporation d/b/a 7-Eleven #41828
- **Property Owner:** 41828 Ocala FL, LLC
- **Address:** 2811 NW 10th Street
- **Building area:** 4728 Square Feet
- **Seats:** No Seats
- **Required parking:** 37 Spaces
- **Provided parking:** 37 Spaces
- **Outside Sound:** No
- **Police Presence:** There has been one (1) call for service at this location during the past two years. It was not criminal in nature.
- **Reason:** New location - no previous location permit
- **Request:** 2APS - The purpose of this permit is to allow the sale of beer and wine for off-premise consumption for 7-Eleven, Inc., a Texas Corporation d/b/a 7-Eleven #41828. The hours will be Monday - Sunday 24 hours. (*Sec. 6-5 limits the hours and times during which alcoholic and intoxicating beverages may be sold, consumed or served, or permitted to be served or consumed, in any place or on any premises defined as a business establishment as follows: for each day of the week except Sunday, between the hours of 7:00 a.m. and 2:00 a.m. the following days. On Sunday, Alcoholic beverages may be sold for consumption on the premises only, between the hours of 11:00 a.m. on Sunday and 2:00 a.m. on Monday; and beer, ale and wine may be sold in sealed containers for consumption off the premises only, between the*

hours of 7:00 a.m. on Sunday and 2:00 a.m. on Monday.)

- Staff requested comments from the Engineering, Growth Management, Police, and Fire Departments and requested legal review by the City Attorney.

FINDINGS AND CONCLUSIONS:

Proximity to schools, churches, day care centers: There are none within the 500' radius.

Proximity to other Alcohol Beverage Establishments: There are none within the 500' radius.

Site Inspection: In compliance.

In accordance with Section 6-32(d), any location permit approved by city council shall initially be provisional for a period of 3 months which upon the request of the applicant can be extended an additional 3 months. During this provisional period the permit holder must provide to the building department a copy of the vendor's state issued alcoholic beverage license. If no license is filed during this provisional period, or if the name on the state issued license is not the same as the name of the permit holder, then the permit shall be automatically voided and of no legal effect, otherwise it shall become fully issued.

FISCAL IMPACT:

N/A

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

The application has been reviewed and approved for form and legality by the City Attorney, Robert Batsel, Jr.

ALTERNATIVE:

- Approve
- Deny
- Table
- If the City's alcoholic beverage location permit is not approved, the state will not issue a license and alcohol beverage sales will not be permitted.

ADDITIONAL SUPPORT MATERIALS AVAILABLE UPON REQUEST:

Application, legal documents and photos for Case #1003917.



Detail by Entity Name

Foreign Profit Corporation
7-ELEVEN, INC.

Filing Information

Document Number	815881
FEI/EIN Number	75-1085131
Date Filed	01/02/1962
State	TX
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/28/1999
Event Effective Date	NONE

Principal Address

3200 HACKBERRY ROAD, ATTN: CORPORATE INCOME TAX DEPARTMENT
IRVING, TX 75063

Changed: 05/08/2020

Mailing Address

PO Box 711
Dallas, TX 75221

Changed: 01/08/2021

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC.
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408

Name Changed: 12/16/2010

Address Changed: 03/25/2020

Officer/Director Detail

Name & Address

Title President, Director, CEO

DEPINTO, JOSEPH M

3200 HACKBERRY ROAD
IRVING, TX 75063

Title SVP, GC, Secretary

Gasaway , Rankin
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Assistant Secretary, Sr. Director Transaction Tax

Baker , James C.
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Assistant Secretary, Franchise Sales Rep

Goldsmith , Joseph
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IRVING, TX 75063

Title Assistant Secretary, Franchise Sales Manager

Qureshi , Asif
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Title Assistant Secretary, Franchise Sales Rep

Stevens , Winston (Doug)
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Title Assistant Secretary, Sr. Development Directory

Distel , Grant
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Title VP, Florida Zone Manager

Summers , James Robert
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Title Assistant Secretary, Franchise Sales Rep

Reina , Kathryn
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Title VP Mergers & Acq. Development

Williams , Ian C.
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IRVING, TX 75063

Title Director - Corp Dev, Asst Secretary

Bantos , Charles
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IRVING, TX 75063

Title VP, Construction Engineering & Facilities

Angell, Holly
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Sr Director, Development Strategy & Support

Ingram, Richard
3200 HACKBERRY ROAD
IRVING, TX 75063

Annual Reports

Report Year	Filed Date
2019	01/17/2019
2020	05/08/2020
2021	01/08/2021

Document Images

01/08/2021 -- ANNUAL REPORT	View image in PDF format
05/08/2020 -- ANNUAL REPORT	View image in PDF format
01/30/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
01/17/2019 -- ANNUAL REPORT	View image in PDF format
02/27/2018 -- ANNUAL REPORT	View image in PDF format
03/23/2017 -- ANNUAL REPORT	View image in PDF format
10/10/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
05/24/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
05/12/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
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11/18/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
11/04/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
10/19/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
03/24/2015 -- ANNUAL REPORT	View image in PDF format
03/17/2014 -- ANNUAL REPORT	View image in PDF format
10/18/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
08/19/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
03/20/2013 -- ANNUAL REPORT	View image in PDF format

01/05/2012 -- ANNUAL REPORT	View image in PDF format
08/17/2011 -- ANNUAL REPORT	View image in PDF format
07/06/2011 -- ANNUAL REPORT	View image in PDF format
03/24/2011 -- ANNUAL REPORT	View image in PDF format
12/16/2010 -- Reg. Agent Change	View image in PDF format
08/13/2010 -- ANNUAL REPORT	View image in PDF format
01/12/2010 -- ANNUAL REPORT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
02/17/2009 -- ANNUAL REPORT	View image in PDF format
05/28/2008 -- ANNUAL REPORT	View image in PDF format
03/11/2008 -- ANNUAL REPORT	View image in PDF format
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12/20/2006 -- ANNUAL REPORT	View image in PDF format
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03/29/2004 -- ANNUAL REPORT	View image in PDF format
04/02/2003 -- ANNUAL REPORT	View image in PDF format
05/28/2002 -- ANNUAL REPORT	View image in PDF format
12/12/2001 -- Reg. Agent Change	View image in PDF format
04/16/2001 -- ANNUAL REPORT	View image in PDF format
05/02/2000 -- ANNUAL REPORT	View image in PDF format
05/28/1999 -- Name Change	View image in PDF format
05/03/1999 -- ANNUAL REPORT	View image in PDF format
04/21/1998 -- ANNUAL REPORT	View image in PDF format
07/18/1997 -- ANNUAL REPORT	View image in PDF format
04/21/1997 -- ANNUAL REPORT	View image in PDF format
04/02/1996 -- ANNUAL REPORT	View image in PDF format
04/19/1995 -- ANNUAL REPORT	View image in PDF format

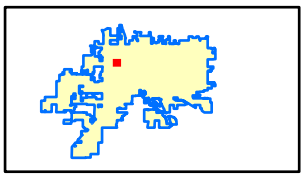
Florida Department of State, Division of Corporations

ALCOHOL BEVERAGE PERMIT MAP

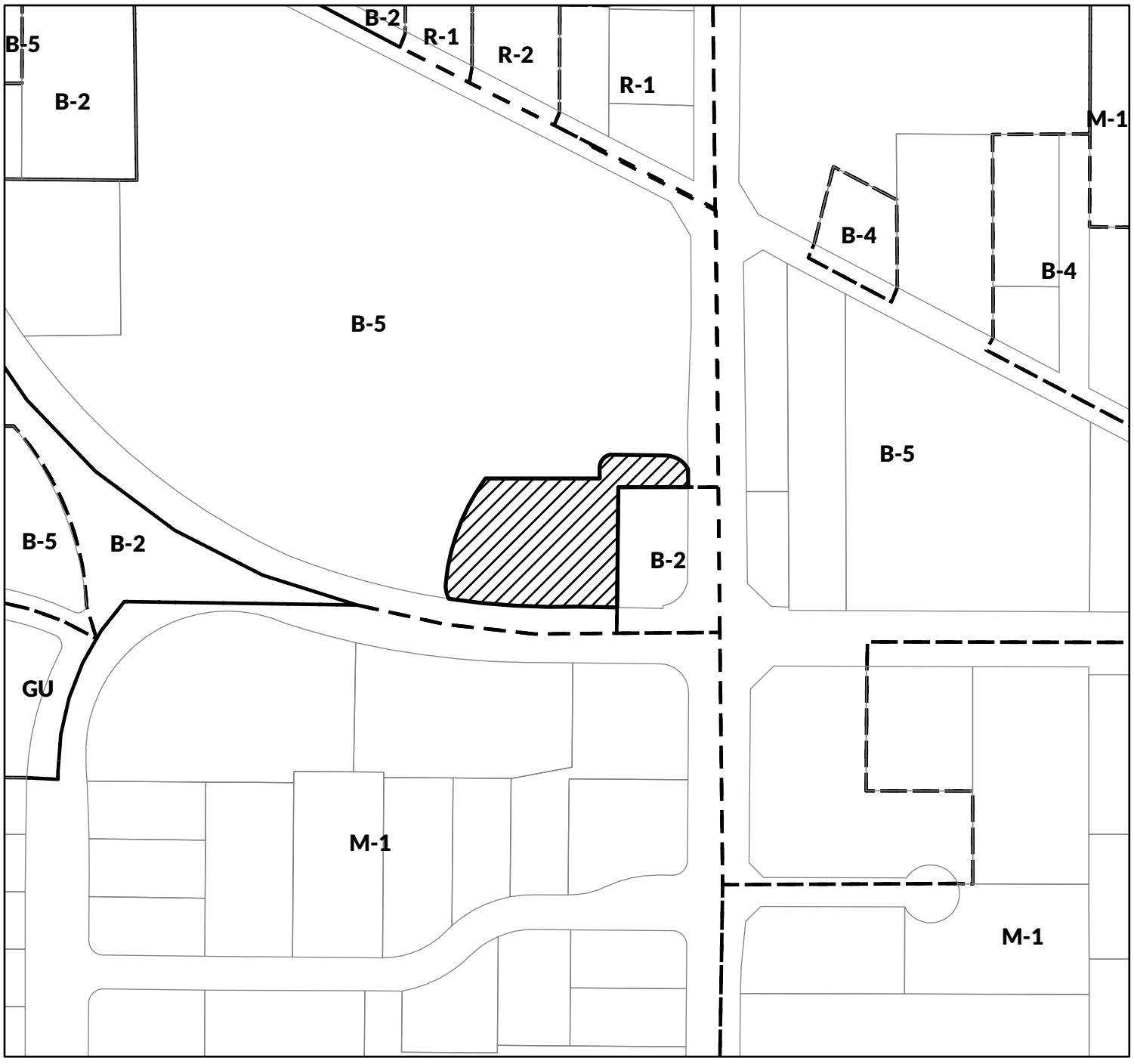
COUNCIL MEETING: 03/15/2022

CASE NUMBER: LIC-1003917
PARCEL NUMBER: 21863-000-01
BUSINESS NAME: 7-Eleven
ADDRESS: 2811 NW 10TH ST
ZONING: B-5 Wholesale Business
PROPOSED: Off-premise consumption of beer and wine.

LOCATION MAP



SEC TWP RNG



Alcohol Permit Case
Schools
Churches
Parcels
Zoning District

ZONING MAP

500 Feet

Prepared by: *CITY OF OCALA GROWTH MANAGEMENT DEPARTMENT*

File #: 2022-0406 Agenda Item #: 6e.

Submitted By: Samantha Pintos

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve the sale of beer and wine for off-premise consumption for 7-Eleven, Inc, a Texas Corporation d/b/a 7-Eleven located at 24 NW 60th Ave. (Quasi Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- **Applicant:** 7-Eleven, Inc, a Texas Corporation d/b/a 7-Eleven
- **Property Owner:** Dinkins & Dinkins, Inc
- **Address:** 24 NW 60th Ave
- **Building area:** Pending site plan approval
- **Seats / employees:** Pending site plan approval
- **Required parking:** Pending site plan approval
- **Provided parking:** Pending site plan approval
- **Outside Sound:** No
- **Police Presence:** There have been four (4) calls for service at this location during the past two years. None were criminal in nature.
- **Reason:** New location - no previous location permit
- **Request:** 2APS - The purpose of this permit is to allow the sale of beer and wine for off-premise consumption for 7-Eleven, Inc, a Texas Corporation d/b/a 7-Eleven. The hours will be Monday - Sunday 24 hours. (*Sec. 6-5 limits the hours and times during which alcoholic and intoxicating beverages may be sold, consumed or served, or permitted to be served or consumed, in any place or on any premises defined as a business establishment as follows: for each day of the week except Sunday, between the hours of 7:00 a.m. and 2:00 a.m. the following days. On Sunday, Alcoholic beverages may be sold for consumption on the premises only, between the hours of 11:00 a.m. on Sunday and 2:00 a.m. on Monday; and beer, ale and wine may be sold in sealed containers for consumption off the premises only, between the*

hours of 7:00 a.m. on Sunday and 2:00 a.m. on Monday.)

- Staff requested comments from the Engineering, Growth Management, Police, and Fire Departments and requested legal review by the City Attorney.
- The applicant has filed this request as part of due diligence prior to commencing construction of the business. City Council approval will expire prior to the applicant being able to obtain the required state alcoholic beverage license. The applicant will need to reapply for City Council approval prior to commencing alcoholic beverage sales on the property.

FINDINGS AND CONCLUSIONS:

Proximity to schools, churches, day care centers: There are none within the 500' radius.

Proximity to other Alcohol Beverage Establishments: There is one within the 500' radius:

- Circle K #1421 - 2APS

Site Inspection: In compliance.

In accordance with Section 6-32(d), any location permit approved by city council shall initially be provisional for a period of 3 months which upon the request of the applicant can be extended an additional 3 months. During this provisional period the permit holder must provide to the building department a copy of the vendor's state issued alcoholic beverage license. If no license is filed during this provisional period, or if the name on the state issued license is not the same as the name of the permit holder, then the permit shall be automatically voided and of no legal effect, otherwise it shall become fully issued.

FISCAL IMPACT:

N/A

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

The application has been reviewed and approved for form and legality by the City Attorney, Robert Batsel, Jr.

ALTERNATIVE:

- Approve
- Deny
- Table
- If the City's alcoholic beverage location permit is not approved, the state will not issue a license and alcohol beverage sales will not be permitted.

ADDITIONAL SUPPORT MATERIALS AVAILABLE UPON REQUEST:

Application, legal documents and photos for Case #1003916.



Detail by Entity Name

Foreign Profit Corporation
7-ELEVEN, INC.

Filing Information

Document Number	815881
FEI/EIN Number	75-1085131
Date Filed	01/02/1962
State	TX
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/28/1999
Event Effective Date	NONE

Principal Address

3200 HACKBERRY ROAD, ATTN: CORPORATE INCOME TAX DEPARTMENT
IRVING, TX 75063

Changed: 05/08/2020

Mailing Address

PO Box 711
Dallas, TX 75221

Changed: 01/08/2021

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC.
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408

Name Changed: 12/16/2010

Address Changed: 03/25/2020

Officer/Director Detail

Name & Address

Title President, Director, CEO

DEPINTO, JOSEPH M

3200 HACKBERRY ROAD
IRVING, TX 75063

Title SVP, GC, Secretary

Gasaway , Rankin
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Assistant Secretary, Sr. Director Transaction Tax

Baker , James C.
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Assistant Secretary, Franchise Sales Rep

Goldsmith , Joseph
3200 HACKBERRY ROAD
IRVING, TX 75063

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3200 HACKBERRY ROAD
IRVING, TX 75063

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Stevens , Winston (Doug)
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Assistant Secretary, Sr. Development Directory

Distel , Grant
3200 HACKBERRY ROAD
IRVING, TX 75063

Title VP, Florida Zone Manager

Summers , James Robert
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Assistant Secretary, Franchise Sales Rep

Reina , Kathryn
3200 HACKBERRY ROAD
IRVING, TX 75063

Title VP Mergers & Acq. Development

Williams , Ian C.
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Director - Corp Dev, Asst Secretary

Bantos , Charles
3200 HACKBERRY ROAD
IRVING, TX 75063

Title VP, Construction Engineering & Facilities

Angell, Holly
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Sr Director, Development Strategy & Support

Ingram, Richard
3200 HACKBERRY ROAD
IRVING, TX 75063

Annual Reports

Report Year	Filed Date
2019	01/17/2019
2020	05/08/2020
2021	01/08/2021

Document Images

01/08/2021 -- ANNUAL REPORT	View image in PDF format
05/08/2020 -- ANNUAL REPORT	View image in PDF format
01/30/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
01/17/2019 -- ANNUAL REPORT	View image in PDF format
02/27/2018 -- ANNUAL REPORT	View image in PDF format
03/23/2017 -- ANNUAL REPORT	View image in PDF format
10/10/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
05/24/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
05/12/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
03/17/2016 -- ANNUAL REPORT	View image in PDF format
11/18/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
11/04/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
10/19/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
03/24/2015 -- ANNUAL REPORT	View image in PDF format
03/17/2014 -- ANNUAL REPORT	View image in PDF format
10/18/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
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01/05/2012 -- ANNUAL REPORT	View image in PDF format
08/17/2011 -- ANNUAL REPORT	View image in PDF format
07/06/2011 -- ANNUAL REPORT	View image in PDF format
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12/16/2010 -- Reg. Agent Change	View image in PDF format
08/13/2010 -- ANNUAL REPORT	View image in PDF format
01/12/2010 -- ANNUAL REPORT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
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12/20/2006 -- ANNUAL REPORT	View image in PDF format
03/23/2006 -- ANNUAL REPORT	View image in PDF format
03/31/2005 -- ANNUAL REPORT	View image in PDF format
03/29/2004 -- ANNUAL REPORT	View image in PDF format
04/02/2003 -- ANNUAL REPORT	View image in PDF format
05/28/2002 -- ANNUAL REPORT	View image in PDF format
12/12/2001 -- Reg. Agent Change	View image in PDF format
04/16/2001 -- ANNUAL REPORT	View image in PDF format
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05/28/1999 -- Name Change	View image in PDF format
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04/21/1998 -- ANNUAL REPORT	View image in PDF format
07/18/1997 -- ANNUAL REPORT	View image in PDF format
04/21/1997 -- ANNUAL REPORT	View image in PDF format
04/02/1996 -- ANNUAL REPORT	View image in PDF format
04/19/1995 -- ANNUAL REPORT	View image in PDF format

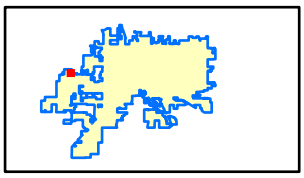
Florida Department of State, Division of Corporations

ALCOHOL BEVERAGE PERMIT MAP

COUNCIL MEETING: 03/15/2022

CASE NUMBER: LIC-1003916
PARCEL NUMBER: 23194-002-00
BUSINESS NAME: 7-Eleven
ADDRESS: 24 NW 60TH AVE
ZONING: NO ZONING
PROPOSED: Off-premise consumption of beer and wine.

LOCATION MAP



SEC 17 TWP 21 RNG 15



Existing Alcohol Permit On Parcels
Alcohol Permit Case
Schools
Churches
Parcels
Zoning District

1 CIRCLE K #1421

ZONING MAP

500 Feet

Prepared by: *CITY OF OCALA GROWTH MANAGEMENT DEPARTMENT*

File #: 2022-0322 Agenda Item #: 6f.

Submitted By: Patricia Z. Hitchcock

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve a Chapter 163 Development Agreement for approximately 26.63 acres of property located on the east side of SW 43rd Court in the 3600 block (across from Saddlewood Elementary) (DMA22-44686). This is the second of two public hearings. The first public hearing was held on March 1, 2022. Request to postpone until the April 5, 2022 City Council Meeting

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place.

PROOF OF PUBLICATION:
February 18, 2022 and March 4, 2022 in the Ocala Star Banner

BACKGROUND:

- Applicant: 200 Club of Ocala, LLC
- Property Owner: 200 Club of Ocala, LLC
- Agent: Fred N. Roberts, Jr., Esq.

- The applicant is the owner of a 26.63 acre property (Parcel No. 23816-00-00) that was voluntarily annexed into the City of Ocala in 2005. No City land use designation or zoning was requested. Marion County zoning of B-2 and R-3 remained in effect until adoption of the City of Ocala 2035 Comprehensive Plan in January 2013. Once the City land use designation of Medium Intensity/Special District became effective, the County zoning became ineffective. The property has not been zoned since then.

- Catalyst Development Partners II, LLC, is purchasing the southern 15 acres of the 26.63 acre parcel from 200 Club of Ocala, LLC. Catalyst Development Partners II, LLC, with the owner's authorization, has filed a request to zone the property to R-3, Multi-family Residential.

- The R-3 zoning district is eligible for implementing Medium Intensity/Special District land use classification. The rezoning request was heard by the Planning & Zoning Commission on February 14 and recommended for approval by a 5-2 vote. The ordinance to rezone the property is on the City Council

March 1 agenda for introduction.

- Development on the subject property will be accessed via SW 43rd Court which is an incomplete roadway in its current condition. It is a substandard two-lane road that dead-ends north of the property at the Sonoma development. However, improvements to the road have long been planned to construct an arterial that will circumnavigate the western and southern areas of the City, connecting from County Road 326 southerly across State Road 200 with a fly-over I-75 and then easterly to Maricamp Road.

- In response to concerns about congestion in the area and recognition that transportation infrastructure is not currently in place to accommodate the potential level of development, the property owner has submitted a Chapter 163 Development Agreement to address future development of the property, requiring a traffic study as part of any development review, and tying development to roadway and intersection improvements, including signalization.

FINDINGS AND CONCLUSIONS:
The Chapter 163 Development Agreement will require that a traffic study be part of any development review for the property. The developer(s) will be required to construct traffic improvements to accommodate the development or make proportionate share contribution payments. Development may not proceed until the traffic can be accommodated as outlined in the traffic study.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The agreement is pending review by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
- Approve with changes
- Deny
- Table

This Instrument Prepared by and Return To:
Fred N. Roberts, Jr., Esq.
Klein & Klein, LLC
40 SE 11th Avenue
Ocala, FL 34471

DEVELOPMENT AGREEMENT PURSUANT TO CHAPTER 163, FLORIDA STATUTES

THIS DEVELOPMENT AGREEMENT ("Agreement"), executed by the Parties as of the ___ day of _____, 2022 and having the Effective Date specified below, is entered into by and between:

- **CITY OF OCALA,** a Florida municipal corporation ("City"); and
- **200 CLUB OF OCALA, LLC,** a Florida limited liability company ("Owner").

RECITALS:

A. Owner owns a parcel of real property located in Marion County, Florida, also located within the jurisdictional boundaries of the City, being more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Property").

B. Upon annexation into the City of Ocala, the Property was assigned a land use classification of Medium Intensity under the City's Comprehensive Plans but was not assigned a zoning classification.

C. Owner intends to develop the Property for residential uses, which will include at least a portion of the Property being developed for multi-family residential units.

D. Application has been made to City to have the southerly 15 acres of the Property being more particularly described on **Exhibit B** attached hereto (the "Multi-Family Parcel") assigned the zoning classification of R-3 (Multi-Family Residential District).

E. As the entirety of the Property is not currently subject to rezoning or a master development plan, City and Owner desire to subject the Property to those restrictions and limitations set forth herein.

F. City has provided its Notice of Intent to consider entering in this Development Agreement by advertisements published in the Ocala Star-Banner, a newspaper of general circulation and readership in Marion County, Florida, on February 18, 2022, and March 4, 2022, and by mailing a copy of the Notice of Intent to Owner, and to the persons and entities shown on the most recent Marion County Tax Roll to be the owners of property lying within three hundred feet (300') of the boundaries of the Property which is the subject-matter of this Agreement, and by announcing the date, time, and place of the second hearing during the first hearing.

G. The City Council of the City has held public hearings on March 1, 2022, and March 15, 2022, to consider this Agreement, has found and determined that its execution of this Agreement will further the objectives of the Local Government Comprehensive Planning and Land Development Regulation Act, and that the

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated herein by reference), the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

1. **Definitions.** In addition to any other terms which may be specifically defined elsewhere in this Agreement, for the purposes of this Agreement the following terms shall have the following meanings:

1.1 ***"Agreement"—*** This Concurrency Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3220 through 163.3243, inclusive, of the Florida Statutes.

1.2 **"City"—** City of Ocala, a Florida municipal corporation.

1.3 ***"Concurrency Management System"—*** Concurrency Management System of the City, as codified in Chapter 86 of the City Code.

1.4 ***"City Code" —***Code of Ordinances of the City of Ocala, Florida.

1.5 ***"Effective Date" —*** The date the terms of this Agreement become effective, as set forth in Section 12.16.

1.6 ***"Multi-Family Parcel"*** - That portion of the Property intended to be developed for multi-family residential dwelling units, being more particularly described on attached **Exhibit B.**

1.7 ***"Party" or "Parties"—*** As applicable, either Owner or City or both Owner and City.

1.8 ***"Property" —*** that certain parcel of real property owned by Owner and located in Marion County, Florida, also located within the jurisdictional boundaries of the City, being more particularly described on attached **Exhibit A**.

1.9 ***"Project" –*** The development of the Property for up to 320 multi-family residential units or such number of single-family residential units which do not exceed the PM the PM peak hour trip equivalent of 320 multi-family residential units) on the Multi-Family Parcel.

2. **Representations and Warranties.** As a material inducement to the other Parties to enter into this Agreement, each Party makes the following representations and warranties to the other Parties to this Agreement:

2.1 **Owner's Representations and Warranties.** Owner represents and warrants to City that:

2.1.1 Owner is a validly organized and existing Florida limited liability company.

2.1.2 Owner has taken all actions prerequisite necessary for the execution and delivery of this Agreement, and upon the execution and delivery of this Agreement by Owner the obligations of Owner hereunder shall be valid and binding obligations of Owner. The entities or individuals executing this Agreement on behalf of Owner are duly authorized representatives for Owner,

authorized to execute this Agreement in their respective capacities as set forth below.

2.1.3 The Owner is the legal and equitable owner of the Property.

2.1.4 The execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of any agreement, covenant, Court Order, Judgment, or the governing documents of Owner.

2.2 City Representations and Warranties. City represents and warrants to Owner that:

2.2.1 The actions by City hereunder are consistent with, and not in contradiction of, the terms and provisions of the City's Comprehensive Plan.

2.2.2 City has taken all necessary actions prerequisite to the execution and delivery of this Agreement, including but not limited to the necessary public hearings, providing proper notice of the public hearings, and the conducting of public hearings related thereto.

2.2.3 Upon the execution and delivery of this Agreement by City, the obligations of City shall be valid and binding obligations of City.

2.2.4 Execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of the City's Charter, the City Code or by the terms and provisions of any agreement, covenant, Court Order or Judgment to which City is a party.

3. **Development Standards**. The future land use designation of the Property is Medium Intensity. The zoning of the Multi-Family Parcel is R-3. Development of the Property shall be consistent with the City Comprehensive Plan and, except as modified and/or limited herein, the applicable zoning district(s) and other applicable sections of the City Code.

3.1 **Permitted Uses**. Allowable uses on the Property include single-family residential and multi-family residential and related accessory uses, including, without limitation, recreation uses and facilities.

3.2 **Maximum Density**. The density of the Multi-Family Parcel shall not exceed a maximum of 320 multi-family residential dwelling units, or any combination of single-family and multi-family residential dwelling units such that the traffic impact of such combination of single-family and multi-family residential units does not exceed the number of PM peak hour trips that would be generated by 320 multi-family residential dwelling units.

3.3 **Building Height**. Buildings may be 1, 2, or 3 stories, and shall not exceed a maximum 50 feet in height.

3.4 **Architectural**. Multi-family development on the Property shall be subject to the City's architectural review requirements as set forth in Section 122-216(t) of the City Code and may be (but is not required to be) age-restricted and/or gated.

3.5 **Buffers**. Buffers shall comply with Section 122-260 of the City Code, except that a minimum 25'-wide landscape buffer shall apply along the north boundary of the Property that may consist of existing trees and additional plantings to supplement where needed.

3.6 **Setbacks**. Setbacks shall be in accordance with the applicable provisions of the City Code.

3.7 **Building Service Areas; Mechanical Equipment**. Delivery and loading operations, HVAC equipment, dumpsters, backflow preventers and other utility and service functions shall be substantially screened from view of SW 43rd Court and not located nearer than 25-feet of the current boundary lines of the Property, except as may be otherwise approved by the City during the site plan review process. Where possible, such screening shall be incorporated into the overall design of the buildings and landscaping.

3.8 **Parking**. Parking shall be pursuant to Article VI of the City Code.

4. **Traffic Facilities; Traffic Concurrency; Proportionate Share Payment**

4.1 **Acknowledgment Regarding Planned Improvements.**

4.2 **Traffic Study.** Prior to final development approval of the Multi-Family Parcel, Owner, or it's successor in interest to the Multi-Family Parcel (the "Multi-Family Developer"), shall cause for a traffic study (a "Traffic Study") to be conducted as required by and in accordance with the City's Traffic Study Guidelines and the Concurrency Management System.

4.3 **Obligations Regarding Traffic Improvements**. The Multi-Family Developer shall be required to provide for such traffic improvements established by the Traffic Study as being necessary to satisfy concurrency requirements as permitted by the Concurrency Management System by either constructing such improvements or making required proportionate share contribution payments.

4.4 **Proportionate Share Payment Credits**. City acknowledges that, pursuant to Section 163.3180(5)(h)2.e., Florida Statutes, Multi-Family Developer would be entitled to a dollar-for-dollar basis for impact fees, mobility fees, or other transportation concurrency requirements paid or payable in the future with respect to the Project. Because the County is not a party to this Agreement, Owner shall make appropriate notification and application to County with respect to Owner's rights to such dollar-for-dollar credit (this same procedure would be applicable in the event the County attempts to adopt or impose any mobility or other transportation concurrency mitigation requirements that are payable with respect to the Project).

5. **Development Permits Required**.

5.1 **Local Development Permits.** The local development permits approved or needed to be approved for development of the Project in accordance with the provisions of this Agreement, and the status of each such permit or approval, are as follows:

PERMITS/APPROVALS	STATUS
City Rezoning Approval to R-3	Approved
• For New Single-Family Residential Only: City Preliminary Plat (aka, Conceptual Plan), Final Plat, and Improvement Plans Approval	To Be Obtained

PERMITS/APPROVALS	STATUS
• For All Other New Development: City Site Plan Approval	
City Building Permits	To Be Obtained
Off-Site Improvements Plan Approvals (for off-site transportation improvements to SW 43rd Court and SW 40th Street)	To Be Obtained
Water Management District Environmental Resources (Stormwater) Permit	To Be Obtained
FDOT Permits, as may be applicable	To Be Obtained (if applicable)

Nothing in this Agreement shall be deemed to obviate the Owner's compliance with the terms and provisions of each such identified Permit, nor obligate the City to grant any of the permits, actions, or approvals enumerated above.

5.2 **Additional Permits, Etc.** The failure of this Agreement to address any particular permit, condition, term, or restriction on development shall not relieve the developer, City or County of the necessity of complying with the law governing said permitting requirement, conditions, terms or restrictions with respect to the contemplated development of the Property, as applicable.

6. **Consistency**. Development of the Property as contemplated herein is consistent with the City Comprehensive Plan and Land Development Regulations.

7. **Local Laws and Policies**. To the extent permitted by law and in accordance with Section 163.3233, Florida Statutes, the City's laws and policies (including, without limitation, the City Comprehensive Plan and City Code) governing the development of the Property as of the Effective Date shall continue to govern the development of the Property for the duration of this Agreement and no law or policy or change in law or policy adopted by the City after the Effective Date shall apply to the Property, except as authorized in accordance with Section 163.3233(2), Florida Statutes, or except as specifically authorized in writing by Owner.

8. **General Provisions**.

8.1 **Notices.** With respect to any Notices required to be given under the terms of this Agreement, such Notices shall be deemed given and effective:

8.1.1 Three (3) calendar days after the date they are deposited in the United States Mail, postage prepaid, return receipt requested, addressed to the parties at the following respective addresses or such other address as provided by a party pursuant to this paragraph; or

8.1.2 The date of actual delivery by hand or by a recognized national overnight delivery service such as Federal Express, UPS, or Express Mail, addressed to the parties at the following respective addresses or such other address as provided by a party pursuant to this paragraph:

(a) **Owner:** 200 Club of Ocala, LLC., Attn: _____; _____, _____; Email: _____; Facsimile: _____.

8.1.2.1 With Copy to: _____

(b) **City:** City of Ocala, Florida, Attn: Planning Director; 201 SE 3rd Street, 2nd Floor; Ocala, FL 34471

8.1.3 Any party may modify the address for notices set forth above by providing notice of the change of address to all parties to this Agreement, which notice is to be provided in accordance with the requirements of this paragraph.

8.2 **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among the Parties, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate Party, no Party shall have the right to act as an agent for another Party and no Party shall the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.

8.3 **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided no right, privileges of immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

8.4 **Default Provisions**.

8.4.1 Except as otherwise provided in paragraph 8.4.5, the terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.

8.4.2 All rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.

8.4.3 No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written Default Notice specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.

8.4.4 In the event of a material default by Owner with respect to obligations to City under this Agreement, and failure of Owner to cure the default within the grace period set forth above, in addition to any other remedies available to City under the terms of this Agreement, City shall be entitled to withhold issuance of additional development permits or authorizations regarding the Property until

the default has been cured. The Parties agree that failure of Owner to timely pay any funds owed under the provisions of this Agreement shall constitute a default with respect to the owner's obligations hereunder, and therefore would permit City to withhold permits for the Property.

8.4.5 If, after an annual review of the Property in accordance with Section 163.3235, Florida Statutes, the City Growth Management Director makes a preliminary finding that there has been an uncured default by Owner under this Agreement, the Agreement may be referred to the City Council who shall conduct two public hearings (and written notice shall be provided to Owner at least 7 days prior to each hearing) to determine whether, based on substantial competent evidence, Owner has complied in good faith with the terms and conditions of this Agreement. If the City Council determines, based on substantial competent evidence, that Owner has not complied in good faith with the terms and conditions of this Agreement, then the City Council may consider revoking or modifying this Agreement.

8.5 **Estoppel Statements.** Each Party agrees that upon written request from time to time of any other Party it will timely issue at no charge to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an Estoppel Statement stating:

8.5.1 Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof.

8.5.2 Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).

8.5.3 That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.

8.5.4 That to the best of the requested Party's knowledge there are not any monies currently owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.

8.5.5 That, as to the Property or any specific parcel therein (as applicable, based upon the request) there are no moratoriums or suspensions of the right to procure Development Orders, Building Permits, or Certificates of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

Such written statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the contrary of those contained in the Estoppel Certificate who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.

8.6 **Litigation.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.

8.7 **Binding Effect.** The Parties to this Agreement represent to each other that each Party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. There are no representations or warranties other than those set forth herein.

8.8 **Headings.** The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.

8.9 **Severability.** Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

8.10 **Survival of Representations and Warranties.** All representations and warranties contained herein are made in writing by the Parties in connection herewith shall survive the execution and delivery of this Agreement.

8.11 **Successors and Assigns**.

8.11.1 Pursuant to the provisions of Section 163.3239, Florida Statutes, the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, the Parties hereto and their respective successors and assigns. This Agreement shall run with title to the Property.

8.11.2 Upon written assignment of this Agreement to a successor owner of all of the Property (less any portions conveyed to the City or other governmental authority), Owner shall be relieved of all of its obligations under this Agreement.

8.12 **Applicable Law.** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.

8.13 **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

8.14 **Amendment of Agreement.** This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

8.15 **Gender.** As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.

8.16 **Effective Date**. This Agreement shall become effective upon the occurrence of execution of this Agreement by all Parties, and the recordation of the Agreement in the Public Records of Marion County, Florida within fourteen (14) days after execution of this Agreement by all parties.

8.17 **Duration**. The term of this Agreement shall be for a period of thirty (30) years commencing on the Effective Date, unless it is extended by mutual consent of the Parties in accordance with Section 163.3229, Florida Statutes.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set forth below.

"Owner"

Signed, sealed and delivered in the presence of:

200 CLUB OF OCALA, LLC, a Florida limited liability company

_____
Print Name:_____

By: _____
Print: _____

_____
Print Name:_____

Date: _____, 2022

STATE OF FLORIDA

COUNTY OF _____

This instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 2022, by _____, as _____200 CLUB OF OCALA, LLC, a Florida limited liability company, who [ ] is personally known to me OR [ ] has produced _____ as identification.

_____
Signature of Notary Public – State of Florida

Print Name_____
Commission Number_____
My Commission Expires_____

"City"

CITY OF OCALA, FLORIDA, a Florida municipal corporation

By: _____

Name: _____

Title: _____

Date: _____, 2022

ATTEST

_____
Angel B. Jacobs, City Clerk

APPROVED AS TO FORM
AND LEGALITY:

_____
Robert W. Batsel, Jr., City Attorney

Exhibit A

The Property

Parcel 1

Commence at the Southeast corner of the West 1/2 of the Southeast 1/4 of SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, Marion County, Florida, proceed thence South 89° 41' 33" West along the South boundary of said Section 649.57 feet to the Point of Beginning; thence continue South 89° 41' 33" West 549.16 feet; thence departing said South boundary North 00° 00' 37" East 661.62 feet; thence North 89° 17' 56" East 5.03 feet; thence North 00° 00' 03" East 993.99 feet; thence North 89° 44' 14" East 1193.96 feet; thence South 00° 05' 18" West 171.77 feet; thence South 89° 42' 55" West 649.62 feet; thence South 00° 00' 12" West 1483.20 feet to the Point of Beginning.

Parcel 2

Together with that certain non-exclusive agreement for ingress and egress and sign easement as created in the Construction, Operation and Easement Agreement recorded October 30, 1996 in Official Records Book 2302, Page 118, Public Records of Marion County, Florida.

Exhibit "B"

Multi-Family Parcel

A portion of the Southeast Quarter of Section 27, Township 15 South, Range 21 East, lying in Marion County, Florida and being more particularly described as follows:

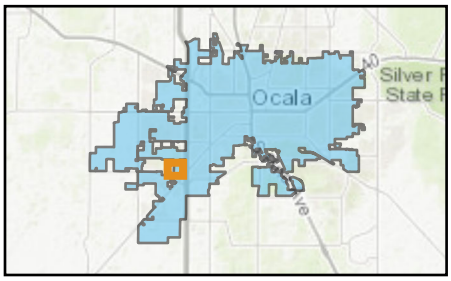
Commence at the Southwest Corner of the Southeast Quarter of Section 27, Township 15 South, Range 21 East, Marion County, Florida; thence South 89°55'19" East, a distance of 50.67 feet along the South line of said Southeast Quarter to the East Right of Way line of SW 44th Avenue as described in Official Records Book 5118, Page 1991 of the Public Records of Marion County (also known as SW 43rd Court), for a POINT OF BEGINNING; thence North 00°24'23" East, a distance of 1047.10 feet along said East Right of Way line; thence departing said East Right of Way line, South 89°55'19" East, a distance of 623.83 feet; thence South 00°23'19" West, a distance of 1047.10 feet to the aforesaid South line of the Southeast Quarter; thence North 89°55'19" West, a distance of 624.16 feet along said South line to the POINT OF BEGINNING.

Containing 15.00 acres, more or less.

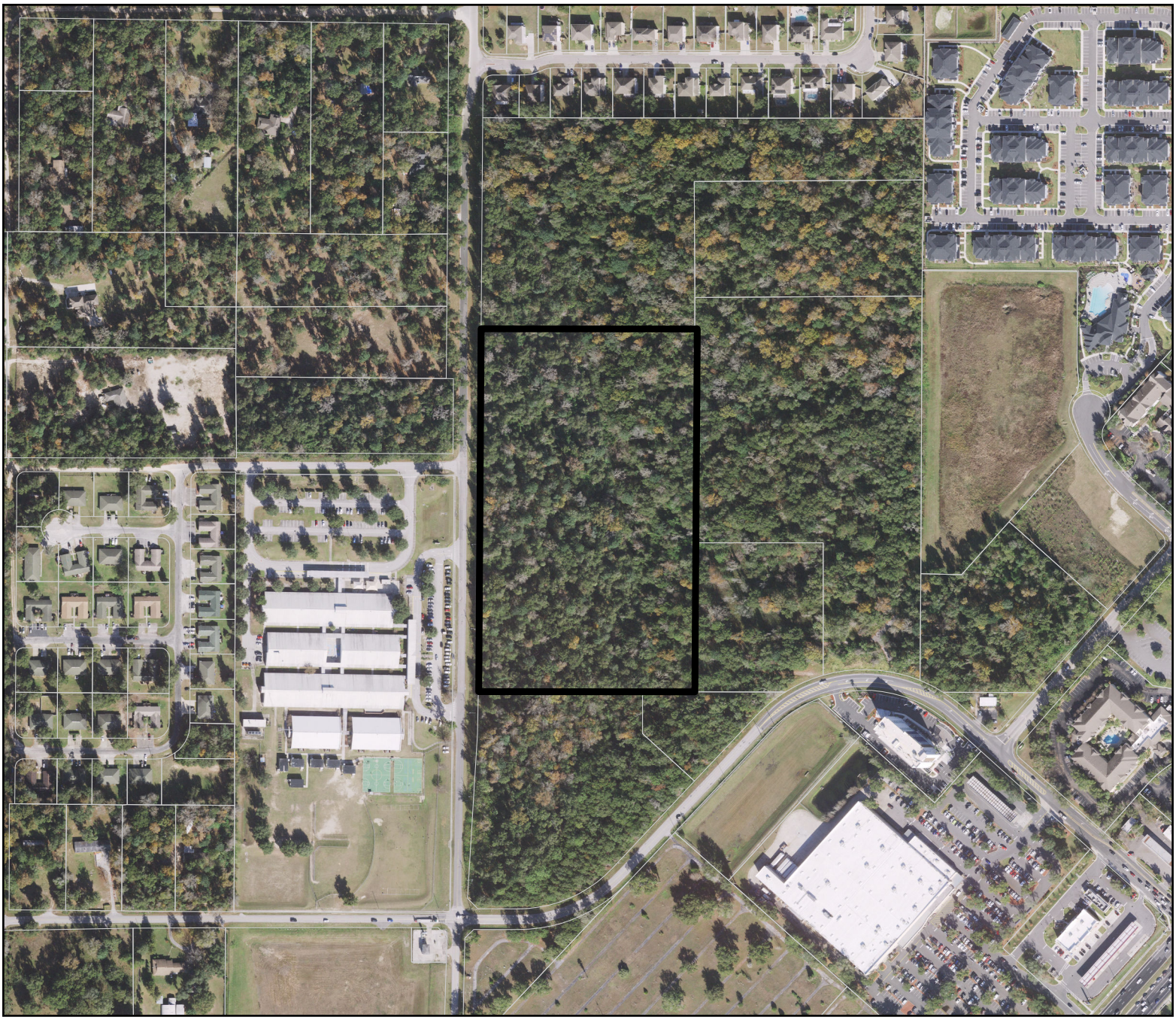
AERIAL MAP

P & Z Meeting: February 14, 2022

Location Map



Case Number: ZON22-44645
Parcel Number: 23816-000-00
Property Size: Approximately 15 acres
Land Use Designation: MI-SD, Medium Intensity/Special District (City)
Zoning: No Zoning
Proposal: Request to change zoning to R-3, Multi-family Residential, for property located on the east side of SW 43rd Court in the 3600 block (across from Saddlewood Elementary).



Legend

Property

Parcels

0 295 590 Feet

OCALA

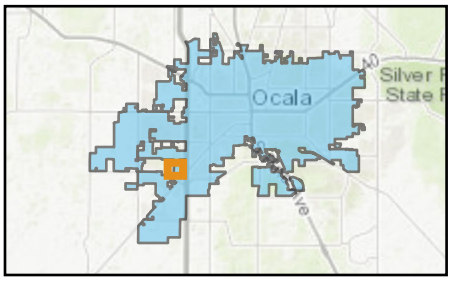
Aerial 2020, Marion County. Acquisition Date: 12/15/2019 - 02/03/2020. Acquired by Surdex Corporation. Florida Department of Transportation. Resolution 0.5ft, Band R-G-B. Cloud Cover 0%

Prepared by the City o
Growth Management Depa

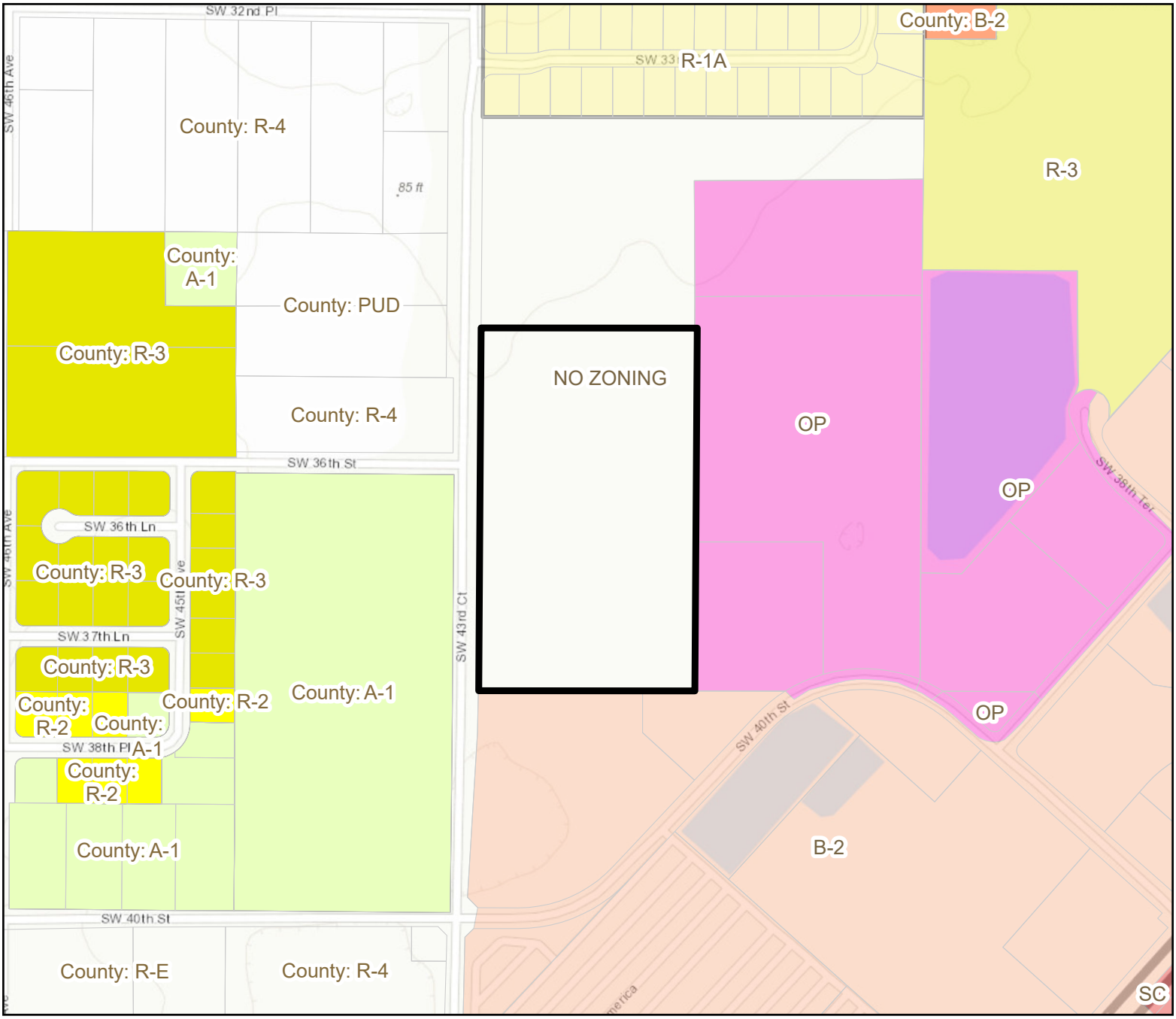
ZONING CASE MAP

P & Z Meeting: February 14, 2022

Location Map



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Legend

- Property
- Parcels

Zoning Districts

- B-2:Community Business
- OP:Office Park
- Ordinance Pending
- R-1A:Single Family Residential
- R-3:Multi-Family Residential
- SC:Shopping Center

County Zoning District

- A-1:Agricultural
- B-2:Community Business
- R-2:Two-Family Residential
- R-3:Multi-Family Residential

0 295 590 Feet

OCALA

Prepared by the City o
Growth Management Depa

File #: ORD-2022-25 Agenda Item #: 6g.

Submitted By: Patricia Z. Hitchcock

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Ordinance 2022-25 for a zoning change to R-3, Multi-family Residential, for approximately 15 acres of property located on the east side of SW 43rd Court in the 3600 block (across from Saddlewood Elementary) (Case ZON22-44645) (Quasi-Judicial). Request to postpone until the April 5, 2022 City Council Meeting.

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub.

PROOF OF PUBLICATION:
Click or tap here to enter text.

BACKGROUND:

- Applicant: Catalyst Development Partners II, LLC
- Property Owner: 200 Club of Ocala, LLC
- Agent: Fred N. Roberts, Jr., Esq.

- The subject property is located on the east side of SW 43rd Court, approximately 630 feet north of the intersection of SW 40th Street and SW 43rd Court. The southern 15 acres of the property is under contract for sale and proposed to be zoned R-3. The remaining 11.63 acres is not included in the sale contract and will require zoning in the future.

- The property was annexed by the City of Ocala in 2005 pursuant to a request from the property owner at that time. No City land use designation or zoning was requested. The Marion County land use designation of Commercial (23.2 acres) and High Density Residential (3.9 acres) with associated zoning of B-2 and R-3 remained in effect until adoption of the 2035 Comprehensive Plan in January 2013.

- The Ocala 2035 Vision Plan identified this area as appropriate for Medium Intensity development. In January 2013, adoption of the Comprehensive Plan Future Land Use Element designated the subject

property and much of the area south and north of the Sonoma development as Medium Intensity/Special District. The intent of this category is to identify neighborhood and community-serving activity centers. Permitted uses include residential, office, commercial, public, recreation, educational facilities, and institutional. Medium Intensity/Special District has a minimum density and intensity of 5 dwelling units per acre or 0.15 FAR. Maximum density and intensity are 30 dwelling units per acre and 4.0 FAR, respectively.

- An analysis of residential market potential conducted by Zimmerman/Volk Associates, Inc., in August 2017 identified a need for additional housing units. Growth in the warehouse distribution and logistics sector has driven the need as much of the workforce commutes from outside the City and outside of Marion County. The requested R-3, Multi-family Residential, zoning is eligible to implement the Medium Intensity/Special District and is appropriate on arterials.

- The Medium Intensity/Special District land use designation is reflective of the long-held plan to construct a road within the SW 43rd Court right-of-way that will circumnavigate the western and southern areas of the City. As is the local practice, the road frequently changes names from NW 44th Avenue to NW/SW 46th Avenue to SW 44th Avenue to SW 43rd Court to SW 43rd Street Road, to SW 42nd Street to SW/SE 32nd Street to SE 31st Street. The simple explanation is that the road will connect from County Road 326 southerly across State Road 200 with a fly-over I-75 and then easterly to Maricamp Road.

- The City is in negotiations to obtain the last portion of right-of-way needed for construction of the roadway north of the subject property. Much of the funding is in place with the remainder contained in proposals before the state legislature this session. SW 43rd Court that serves the subject property is classified by the Florida Department of Transportation (FDOT) as a Minor Collector Urban. Once construction of the network is complete, it will likely be classified by FDOT as a Minor Arterial Urban.

- Staff has discussed concerns about congestion in the area with the applicant's representative. The transportation infrastructure is not currently in place to accommodate the potential level of development. The applicant's representative suggested using a Chapter 163 Development Agreement to address future development of the property, requiring a traffic study as part of any development review, and tying development to roadway and intersection improvements, including signalization. The agreement will be presented to City Council concurrent with this rezoning request.

FINDINGS AND CONCLUSIONS:
R-3 zoning district is consistent with and eligible to implement Medium Intensity/Special District land use classification.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The ordinance is pending review by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
- Approve with changes
- Deny
- Table

ORDINANCE 2022-25

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, BY ZONING PROPERTY AS R-3, MULTI-FAMILY RESIDENTIAL, FOR CERTAIN PROPERTY LOCATED ON THE EAST SIDE OF SW 43RD COURT IN THE 3600 BLOCK (ACROSS FROM SADDLEWOOD ELEMENTARY), OCALA, FLORIDA (CASE NO. ZON22-44645); PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session as follows:

Section 1. The following described lands are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as R-3, Multi-family Residential:

A portion of the Southeast Quarter of Section 27, Township 15 South, Range 21 East, lying in Marion County, Florida and being more particularly described as follows:

Commence at the Southwest Corner of the Southeast Quarter of Section 27, Township 15 South, Range 21 East, Marion County, Florida; thence South 89°55'19" East, a distance of 50.67 feet along the South line of said Southeast Quarter to the East Right of Way line of SW 44th Avenue as described in Official Records Book 5118, Page 1991 of the Public Records of Marion County (also known as SW 43rd Court), for a POINT OF BEGINNING; thence North 00°24'23" East, a distance of 1047.10 feet along said East Right of Way line; thence departing said East Right of Way line, South 89°55'19" East, a distance of 623.83 feet; thence South 00°23'19" West, a distance of 1047.10 feet to the aforesaid South line of the Southeast Quarter; thence North 89° 55'19" West, a distance of 624.16 feet along said South line to the POINT OF BEGINNING.

Containing 15.00 acres, more or less. (aka: portion of Parcel No. 23816-000-00)

Section 2. The zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification to R-3, Multi-family Residential, as to lands described in Section 1 of this ordinance.

Section 3. Severability Clause. Should any provision or section of this ordinance be held by a Court of Competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall take effect upon approval by the Mayor, or upon being law without such approval.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire Bethea Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2022.

By: _____
Reuben Kent Guinn
Mayor

Approved as to form and legality:

By: _____
Robert W. Batsel, Jr.
City Attorney

Ordinance No:	2022-25
Introduced:	3/1/2022
Adopted:	Click or tap to enter a date.
Legal Ad No:	3/4/22 - 6972371

Petitioner: Catalyst Development Partners II, LLC

Property Owner: 200 Club of Ocala, LLC

Project Planner: Patricia Hitchcock, AICP

Zoning Change Request: from: No zoning
to: R-3, Multi-Family Residential

Parcel Information

Acres: ~15 (total property is ~26.63 acres)
Parcel(s)#: Portion of #23816-000-00
Location: On the east side of SW 43rd Court, approximately 630 feet north of the intersection of SW 40th Street and SW 43rd Court
Existing use: Undeveloped
Future Land Use: Medium Intensity/Special District

Adjacent Land

Direction	Future Land Use	Zone	Current Use
North	Neighborhood	R-1A	Single-Family Neighborhood
East	Medium Intensity/Special District	R-3 OP	Multi-Family Undeveloped
South	Medium Intensity/Special District	B-2 B-2	Multi-family Special Exception approved Undeveloped
West	High Residential (county) Medium Residential (county) Public (county)	M-2 M-1	Undeveloped Undeveloped Elementary School

Background

The subject property is located on the east side of SW 43rd Court, approximately 630 feet north of the intersection of SW 40th Street and SW 43rd Court. The southern 15 acres of the property is under contract for sale and proposed to be zoned R-3. The remaining 11.63 acres is not included in the sale contract and will require zoning in the future.

The property was annexed by the City of Ocala in 2005 pursuant to a request from the property owner at that time. No City land use designation or zoning was requested. The Marion County land use designation of Commercial (23.2 acres) and High Density Residential (3.9 acres) with associated zoning of B-2 and R-3 remained in effect until adoption of the 2035 Comprehensive Plan in January 2013.

The Ocala 2035 Vision Plan identified this area as appropriate for Medium Intensity development. In January 2013, adoption of the Comprehensive Plan Future Land Use Element designated the subject property and much of the area south and north of the Sonoma development as Medium Intensity/Special District. The intent of this category is to identify neighborhood and community-serving activity centers. Permitted uses include residential, office, commercial, public, recreation, educational facilities, and institutional. Medium Intensity/Special District has a minimum density and intensity of 5 dwelling units per acre or 0.15 FAR. Maximum density and intensity are 30 dwelling units per acre and 4.0 FAR, respectively.

An analysis of residential market potential conducted by Zimmerman/Volk Associates, Inc., in August 2017 identified a need for additional housing units. Growth in the warehouse distribution and logistics sector has driven the need as much of the workforce commutes from outside the City and outside of Marion County. The requested R-3, Multi-family Residential, zoning is eligible to implement the Medium Intensity/Special District is appropriate on arterials.

The Medium Intensity/Special District land use designation is reflective of the long-held plan to construct a road within the SW 43rd Court right-of-way that will circumnavigate the western and southern areas of the City. As is the local practice, the road frequently changes names from NW 44th Avenue to NW/SW 46th Avenue to SW 44th Avenue to SW 43rd Court to SW 43rd Street Road, to SW 42nd Street to SW/SE 32nd Street to SE 31st Street. The simple explanation is that the road will connect from County Road 326 southerly across State Road 200 with a fly-over I-75 and then easterly to Maricamp Road.

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Staff has discussed concerns about congestion in the area with the applicant's representative. The transportation infrastructure is not currently in place to accommodate the potential level of development. The applicant's representative suggested using a Chapter 163 Concurrency Development Agreement to address future development of the property, requiring a traffic study as part of any development review, and tying development to roadway and intersection improvements, including signalization. The agreement will be presented to City Council concurrent with this rezoning request.

Staff Recommendation: Approval of ZON22-44645

Basis for Approval
The R-3 zoning district is eligible for implementing Medium Intensity/Special District land use classification.

Factual Support
1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
    a. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
    b. Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.
2. The requested zoning designation of R-3, Multifamily, is eligible to implement the land use

designation of Medium Intensity/Special District.

3. Approval of this request will not adversely affect the health, safety, convenience, prosperity or general welfare of the community.

Level of Service Impact Analysis

Transportation: Development that creates 100 or more new PM peak hour trips will trigger the requirement that a traffic study be conducted.

Electric: The property is in the Ocala Electric Utility service territory.

Potable Water: Service is available within 1/4 mile of the parcel and connections will be determined during the site plan or subdivision review and approval process.

Sanitary Sewer: Service is available within 1/8 mile of the parcel and connections will be determined during the site plan or subdivision review and approval process.

Stormwater: For any future development, runoff must be retained on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-hour storm event.[1]

Solid Waste: Service is available.

Fire Service: Service is available.

Schools: This property is served by Saddlewood Elementary, Liberty Middle School, Westport High School.

Adequate capacity exists for this project from a districtwide perspective, however, all three schools serving this proposed development are experiencing persistent localized overcrowding. The extent of the project's adverse impacts to already overcrowded schools is subject to specifics (e.g. age-restricted or all ages, market rate, project timing, phasing, absorption rate, and extent of build out).

CASE # >>>	Feb. 14, 2022 PZ [REZONING]						
PROJ NAME or Parcel #>	23816-000-00 [15 ac]					PROPOSED	ALLOWED
					DWELLING TYPE	PROJECT DWELLING UNITS	
		DISTRICT WIDE		SY 21-22	MFR	0	450
	SCHOOL LEVEL	UTILIZATION	SCHOOL NAME	80th Day Utilization	MFR STU GEN RATE	ESTIMATED STUDENTS	
	E	92%	Saddlewood	100.8%	0.097	0	43
	M	83%	Liberty	108.7%	0.040	0	18
	H	88%	West Port	113.2%	0.043	0	19
	* District Wide Utilization - annual calculation uses most recent 120th Day membership counts for a School Year (SY).						
	^^ XXth Day Utilization - from most recent 20 day interval of membership counts for a School Year (SY).						

Land Use (existing)

Medium Intensity/Special District category facilitates developments with two (2) or more uses. Permitted uses include residential, office, commercial, public, recreation, education facilities and institutional. Light industrial shall only be allowable in designated locations as specified in the Land Development code and must meet the intent of the Medium Intensity/Special District category, including form and design guidelines as applicable. This mix is intended to promote a walkable urban form. The minimum density and intensity before any incentives in this future land use category is 5 dwelling units per gross acre or 0.15 FAR. The maximum density and intensity before any incentives is 30 dwelling units per acre or 4.0 FAR. The location and application of incentives shall be set forth in the Land Development Code.[2]

Zoning

Requested

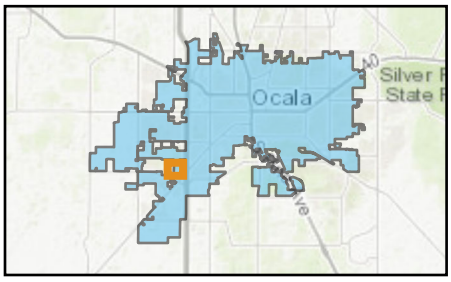
R-3, Multi-Family Residential: The multi-family residential (R-3) district is intended to be a multi-family area, including higher residential densities in accordance with the comprehensive plan. This district shall allow single-family, two-family and multi-family dwellings, residence-offices and residence-galleries. Professional and business offices that are of compatible scale and intensity may be allowed as special exceptions by the board of adjustment.[3]

[1] City of Ocala Comprehensive Plan, Stormwater Sub-Element, Policy 3.1.
[2] Ocala Comprehensive Plan Future Land Use Element, Policy 6.2, Medium Intensity/Special District
[3] City of Ocala Land Development Code, Section 122-351, Intent and purpose.

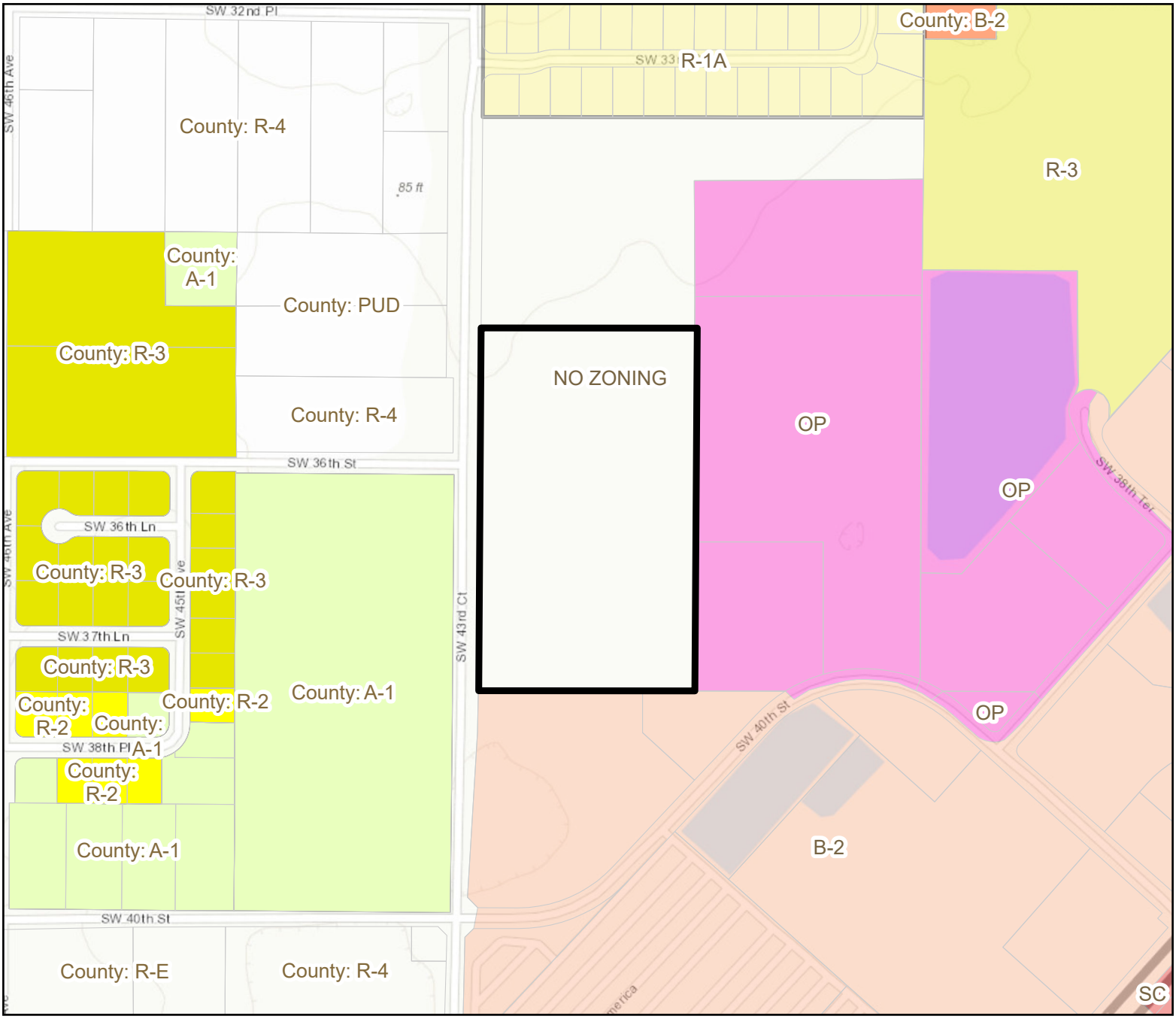
ZONING CASE MAP

P & Z Meeting: February 14, 2022

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Legend

- Property
- Parcels

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- OP:Office Park
- Ordinance Pending
- R-1A:Single Family Residential
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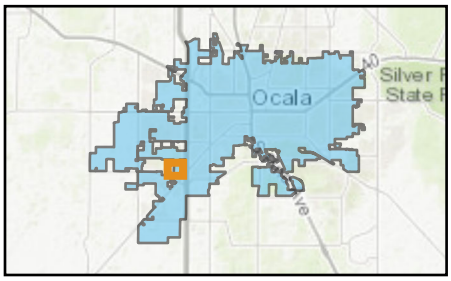
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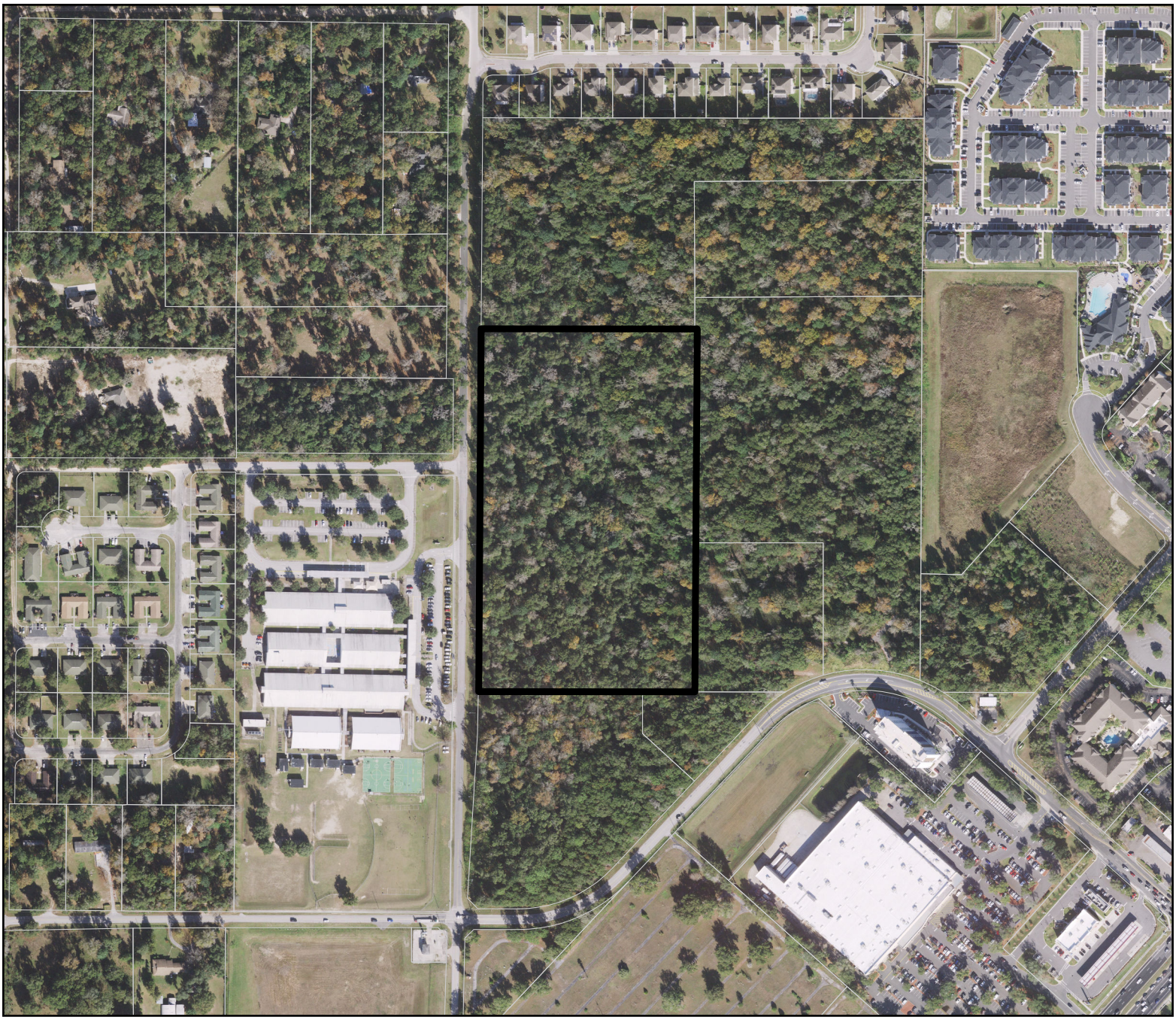
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OCALA

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Acquired by Surdex Corporation. Florida Department of Transportation.
Resolution 0.5ft, Band R-G-B. Cloud Cover 0%

Prepared by the City o
Growth Management Depa

b. ZON22-44645

Petitioner: Catalyst Development Partners II, LLC
Agent: Fred N. Roberts, Jr
Planner: Patricia Hitchcock (352-629-8304)
phitchcock@ocalafl.org

A request to change zoning to R-3, Multi-family Residential, for property located on the east side of SW 43rd Court in the 3600 block (across from Saddlewood Elementary), approximately 15 acres.

Discussion:
Fred Roberts, 40 SE 11th Avenue, commented the rezoning request to R-3 is very typical for a multi-family project. The City staff raised numerous concerns regarding the proposed project. The project will utilize a Chapter 163 Developers Agreement, which requires a traffic study and improvements. He explained the site will not be developed until other surrounding projects start. He anticipates the project will start when SW 43rd begins their project.

The medium intensity land use will allow 30-units per acre. To note, the agreement established a unit limit of 320-units. The developer plans on building single-family residential homes in the northern boundary, with a 25-foot buffer. Furthermore, the accessibility concerns will be addressed during the site plan process.

Commissioner Kesselring asked if the applicant owns the adjacent property. Mr. Roberts responded he represents the developer; the 200 Club of Ocala owns the 11-acres to the north, which is subject to the Chapter 163 Developers Agreement. He noted they are not applying to rezone the remainder of the property (only the 15-acres to the south).

Commissioner Kesselring requested clarification regarding the property to the east. Mr. Roberts responded the property has been listed for sale on the real estate market. To note, the property owner fully supports the proposed development project.

Sheryl Calverley, 4400 SW 32nd Place, expressed concern regarding traffic, public safety and emergency vehicles. She noted the area lacks street lighting and public sidewalks. She explained the community sold 23 properties to the City for the expansion project. She requested the Commission thoroughly review the proposal and make the needed improvements to protect the public.

David Herlihy, Marion County School District, discussed increased school capacity due to community development. He noted the street needs to be expanded to four lanes, to mitigate school traffic. The School Districts capacity is currently 9/10, which is considered the maximum. He explained how several schools have reached the maximum capacity limits. Furthermore, the School District acquired a 20-acre property from the City; however, the School District does not have the funds (20 million to 30 million project expense) available to build another school to remedy the capacity issues.

Claire Heller, 3400 SW 43rd Court, expressed concern regarding traffic and school impacts. The properties access road has no access to 38th and is only able to access SW 43rd Court. Furthermore,

the development project will increase density in the community and the surrounding schools have reached their maximum capacity limit.

Dennis McFatten, 1517 SE 30th Avenue, expressed concern regarding traffic and pedestrian safety. He noted the drone footage will show the existing traffic/pedestrian safety problems. The School District has utilized law enforcement for assistance mitigating traffic, which costs $50 an hour, for a minimum of 3-hours. He requested the Commission address the traffic/pedestrian safety concerns first, before approving development projects in the area.

Tambor Jenkins, President of Sonoma HOA, expressed concern regarding traffic, pedestrian safety and home values. He anticipates the development will increase traffic/pedestrian safety issues in the community. He noted vehicles wait 30-minutes to pass traffic stop signs. Furthermore, the proposed development will negatively impact home values in the community. He requested the Commission oppose the proposed development project.

Sheryl Calverley, 4400 SW 32nd Place, expressed concern the development will impact people traveling in the community. Currently, traffic is so horrendous, people get stuck waiting on the road. She requested the traffic problems be included in the plan.

Mr. Roberts commented the R-3 zoning is very appropriate for the development project. The appropriate safeguard will be established to ensure concerns are addressed. The Chapter 163 Developers Agreement requires a traffic study be performed. The traffic study will provide a list of recommended traffic improvements. If the level of service does not improve, the applicant must complete the traffic improvements.

The School Districts capacity is 85.5% districtwide, which is below the State capacity of 87.5%. To note, the School District is responsible for addressing localized overcrowding. The development will add 31 additional elementary students to the community. He anticipates the students will be walking to school; since the development is located in close proximity to the school, which will alleviate traffic impacts. Furthermore, the plan is to have infrastructure in place to support future development. He explained how multi-family projects do not adversely impact property values.

Ms. Campbell commented Liberty Middle School and Westport High School, have a high capacity of 115%. She noted the additional students will need bus transportation, because there are no sidewalks, which is the State law. Furthermore, the State will not fund their school construction project due to the localized overcrowding. She requested the Commission take traffic issues and overcrowded schools into consideration when evaluating development projects for the southern area.

Commissioner Clere asked if the Chapter 163 Developers Agreement will come back to the Commission for a second review. Ms. Hitchcock responded the R-3 zoning will go through the site plan approval process and will not come back to the Commission. The City will schedule two public hearings for City Council to review the Development Management Agreement.

Commissioner Lopez asked if the Commission could table the case for sufficient traffic/remediation purposes. Ms. Hitchcock responded the City will receive the traffic study during the site plan process. To note, the Chapter 163 Developers Agreement ensures the City will receive the traffic study. A

development proposal is required for the City to receive the traffic study and methodology.

Commissioner Lopez asked how the City will remedy the traffic concerns. 01:02:37 Unidentified Speaker responded the traffic issue will be addressed by City Council. The Commission is only responsible for evaluating the cases by utilizing the Zoning Code. Furthermore, the Commission submits a recommendation to City Council; however, City Council makes the final decision.

Ms. Hitchcock commented the City adopted the 2035 Vision Plan. The plan shows the area is appropriate for Medium Intensity Special District, which allows 30-units per acre. Furthermore, the R-3 multi-family zoning is consistent with the medium intensity land use. The City has acquired right-of-way and funding over the years, to help aide development. The Chapter 163 Developers Agreement requires the developers to have the infrastructure in place.

Chairman Gilchrist noted traffic is horrendous in the area; however, the zoning change request is appropriate for the proposed plan. Furthermore, he favors the Chapter 163 Developers Agreement, which ensures the City will receive the traffic study and necessary infrastructure improvements.

Ms. Hitchcock noted the R-3 zoning is appropriate for the location.

Commissioner Kesselring expressed concern the Commission is shortcutting the planning responsibilities. The Commission should ensure the resources are adequate to sustain the development. To note, the traffic in the area is horrendous.

Chairman Gilchrist requested the Commission make a motion.

Commissioner Rudnianyn commented he agrees multi-family residential is an appropriate use; however, the traffic issues will continue to exist. To note, City Council will be reviewing the Chapter 163 Developers Agreement.

Vice-Chairman Adams asked when the road construction will complete. Mr. Hale responded the construction will complete in 18-months. The City is working on securing additional funding from the Legislator. (01:09:38-01:10:30 inaudible).

Vice-Chairman Adams requested the Commission make a decision regarding the zoning request. The property owners have the right to develop their property in the City of Ocala.

RESULT:	**APPROVED ZON22-44645**
MOVER:	Rus Adams
SECONDER:	Owen Boone
AYES:	Boone, Clere, Rudnianyn, Adams, Gilchrist
NAYS:	Kesselring, Lopez

File #: ORD-2022-22 Agenda Item #: 7a.

Submitted By: Rusella Bowes-Johnson

Presentation By: Sean Lanier

Department: Water & Sewer

STAFF RECOMMENDATION (Motion Ready):
Adopt Ordinance 2022-22 to amend and add ordinances under Chapter 70 Article I. In General, Section 70-39, 70-51, and 70-59 in accordance with new Environmental Protection Agency rules.

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence.

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP) regulation changes require updates to the existing sewer use ordinance. These updates allow for enforcement of EPA pretreatment standards to reduce discharges of mercury from dental offices and to prohibit discharges of pharmaceuticals into publicly owned treatment works (PTOW). This agenda item is brought forth in accordance with FDEP regulations.

Staff recommends the following changes and additions to Chapter 70, Article I, In General:

1. To clearly define hazardous waste pharmaceutical and healthcare facility under Sec. 70-39.
2. To add prohibited discharge standards under Sec. 70-51 (c).
3. To add requirements for dental facilities that remove and place amalgam fillings under Sec. 70-59.

FINDINGS AND CONCLUSIONS:
Staff recommends adoption of the new ordinance as proposed.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:

The ordinance has been reviewed and approved for form and legality by the Assistant City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:

- Deny
- Table
- Direct Staff Otherwise

ORDINANCE 2022-22

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA, CONCERNING CHAPTER 70, "UTILITIES"; AMENDING SECTION 70-32 "DEFINITIONS"; AMENDING 70-51 "PROHIBITED DISCHARGE STANDARDS"; ADDING SECTION 70-59 "REQUIREMENTS FOR DENTAL FACILITIES THAT REMOVE OR PLACE AMALGAM FILLINGS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Environmental Protection Agency has amended and added updates for the Dental Amalgam Rule, 40 CFR 441 and the pharmaceutical hazard waste ban, 40 CFR 266.505; and

WHEREAS, in accordance with paragraph 62-625.500(2)(a), F.A.C., the Control Authority shall operate under legal authority enforceable in Federal, State, or local courts which authorizes or enables the Control Authority to apply and to enforce the requirements of Chapter 62-625, F.A.C.; and

WHEREAS, it is the desire of the Ocala City Council to adopt such an ordinance and remain in compliance with our regulatory agencies; and

WHEREAS, the Ocala City Council hereby finds and declares that the adoption of this ordinance is appropriate and in the best interest of the public and the water reclamation facilities.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Ocala, Florida as follows:

Section 1. That Section 70-39 of the Code of Ordinances, City of Ocala, Florida, is hereby amended to add the following definition to the alphabetized list of definitions set forth therein:

"Hazardous waste pharmaceutical" is a pharmaceutical that is a solid waste, as defined in Title 40 of the Code of Federal Regulations (40 CFR) section 261.2, and exhibits one or more characteristics identified in 40 CFR part 261 subpart C or is listed in 40 CFR part 261 subpart D.

"Healthcare facility" means any person that is lawfully authorized to:

(a) Provide preventative, diagnostic, therapeutic, rehabilitative, maintenance or palliative care, and counseling, service, assessment or procedure with respect to the physical or mental condition, or functional status, of a human or animal or that affects the structure or function of the human or animal body; or

(b) Distribute, sell, or dispense pharmaceuticals. This definition includes, but is not limited to, wholesale distributors, third-party logistics providers that serve as forward distributors, military medical logistics facilities, hospitals, psychiatric hospitals, ambulatory surgical centers, health clinics, physicians' offices, optical and dental providers, chiropractors, long-term care facilities, ambulance services, pharmacies, long-term care pharmacies, mail-order pharmacies, retailers of pharmaceuticals, veterinary clinics, and veterinary hospitals.

Healthcare facility does not include pharmaceutical manufacturers.

"Pharmaceutical" means any drug or dietary supplement for use by humans or other animals; any electronic nicotine delivery system (e.g., electronic cigarette or vaping pen); or any liquid nicotine (e-liquid) packaged for retail sale for use in electronic nicotine delivery systems (e.g., pre-filled cartridges or vials). This definition includes, but is not limited to, dietary supplements, as defined by the Federal Food, Drug and Cosmetic Act; prescription drugs, as defined by Title 21 of the Code of Federal Regulations part 203.3(y); over-the-counter drugs; homeopathic drugs; compounded drugs; investigational new drugs; pharmaceuticals remaining in non-empty containers; personal protective equipment contaminated with pharmaceuticals; and clean-up material from spills of pharmaceuticals. Pharmaceutical does not include dental amalgam or sharps.

"Reverse distributor" means any person that receives and accumulates prescription pharmaceuticals that are potentially creditable hazardous waste pharmaceuticals for the purpose of facilitating or verifying manufacturer credit. Any person, including forward distributors, third-party logistics providers, and pharmaceutical manufacturers, that processes prescription pharmaceuticals for the facilitation or verification of manufacturer credit is considered a reverse distributor.

Section 2. That Section 70-51 of the Code of Ordinances, City of Ocala, Florida, is hereby amended to add the following subsection:

Sec. 70-51. - Prohibited Discharge Standards.

…

(c) No industrial user may contribute the following substances to the wastewater treatment facility:

…

(19) Any hazardous waste pharmaceuticals from healthcare facilities and reverse distributors.

Section 3. That Section 70-59 of the Code of Ordinances, City of Ocala, Florida, is hereby created and shall read as follows:

Sec. 70-59. - Requirements for dental facilities that remove or place amalgam fillings.

(a) Definitions. For the purposes of this section the following words and phrases shall be as defined herein.

(1) "Amalgam separator" is a device that employs filtration, settlement, centrifugation, or ion exchange to remove amalgam and its metal constituents from a dental office vacuum system before it discharges to the sewer.

(2) *"Amalgam waste"* means and includes non-contact amalgam (amalgam scrap that has not been in contact with the patient); contact amalgam (including, but not limited to, extracted teeth containing amalgam); amalgam sludge captured by chairside traps, vacuum pump filters, screens, and other amalgam trapping devices; used amalgam capsules; and leaking or unusable amalgam capsules.

(3) *"ANSI/ADA Standard No. 108"* is the American National Standards Institute and American Dentistry association standard for amalgam separators.

(4) *"Existing Source"* is any facility subject to this Section whose first discharge to the sewer collection system occurred on or before July 14, 2017.

(5) *"ISO 11143"* is the International Organization for Standardization's standard for amalgam separators.

(6) *"New Source"* is any facility subject to this Section whose first discharge to the sewer system occurs after July 14, 2017 and must comply immediately upon commencement of discharge.

(b) All owners and operators of dental facilities that remove or place amalgam fillings shall comply with the following reporting and waste management practices:

(1) For existing sources, the One-Time Compliance Report is due no later than October 1, 2022 or no later than 90 days after transfer of ownership.

(2) For new sources, the One-Time Compliance Report is due within 90 days of the start of discharge to the sewer collection system.

(3) No person shall rinse chairside traps, vacuum screens, or amalgam separators equipment in a sink or other connection to the sanitary sewer.

(4) Owners and operators of dental facilities shall ensure that all staff members who handle amalgam waste are trained in the proper handling, management and disposal of mercury-containing material and fixer-containing solutions and shall maintain training records that shall be available for inspection by the superintendent or designee during normal business hours.

(5) Amalgam waste shall be stored and managed in accordance with the instructions of the recycler or hauler of such materials.

(6) Bleach and other chlorine-containing disinfectants shall not be used to disinfect the vacuum line system.

(7) The use of bulk mercury is prohibited. Only pre-capsulated dental amalgam is permitted.

(c) All owners and operators of dental vacuum suction systems, except as set forth in subsections (d) and (e) of this section, shall comply with the following:

(1) An ISO 11143 or ANSI/ADA Standard No. 108 certified amalgam separator or equivalent device shall be installed for each dental vacuum suction system on or before July 14, 2020; provided, however, that all dental facilities that are newly constructed on and after the effective date of this ordinance shall include an installed ISO 11143 or ANSI/ADA Standard No. 108 certified amalgam separator device. The installed device must be ISO 11143 or ANSI/ADA Standard No. 108 certified as capable of removing a minimum of 95 percent of amalgam. The amalgam separator system shall be certified at flow rates comparable to the flow rate of the actual vacuum suction system operation. Neither the separator device nor the related plumbing shall include an automatic flow bypass. For facilities that require an amalgam separator that exceeds the practical capacity of ISO 11143 test methodology, a non-certified separator will be accepted, provided that smaller units from the same manufacturer and of the same technology are

ISO-certified.

(2) Proof of certification and installation records shall be submitted to the director within 30 days of installation.

(3) Amalgam separators shall be maintained in accordance with manufacturer recommendations. Installation, certification, and maintenance records shall be available for immediate inspection upon request therefor by the superintendent or designee during normal business hours. Records shall be maintained for a minimum of three years.

(d) Facilities with vacuum suction systems that meet all the following conditions may apply to the director for an exemption to the requirements of subsection (c) of this section:

(1) The system is a dry vacuum pump system with an air-water separator.

(2) The sedimentation tank is non-bottom draining, with the drain above the anticipated maximum level of accumulated sludge.

(3) Evidence of regular pump outs by a licensed hauler (a minimum of once a year, or more often if either directed by the manufacturer or necessary to keep solids from exiting through the drain) is maintained and open to inspection by the superintendent during normal business hours.

(4) The system has no direct discharge pipe to the sewer on the bottom of the sedimentation tank.

An owner or operator whose facility meets conditions (1) through (4) may apply for this exemption by written letter to the City's Director of Water Resources. The Director or his or her designee will review the system and, if the exemption is approved, shall provide a written letter of exemption.

An exemption obtained pursuant to this subsection (d) shall expire upon installation of a new vacuum system. Upon expiration of the exemption, the facility shall comply with subsection (c) of this section before commencing further operation.

(e) Dental dischargers that exclusively practice one or more of the following specialties are not subject to the requirements of this section: (1) Orthodontics; (2) Periodontics; (3) Oral and maxillofacial surgery; (4) Radiology; (5) Oral pathology or oral medicine; or (6) Endodontistry and prosthodontistry.

(f) Dental practices that do not place dental amalgam, and do not remove amalgam except in limited emergency or unplanned, unanticipated circumstances, are exempt from the requirements of this part, provided the dental practice:

(1) Submits the following statement to the (City) signed by a responsible corporate officer, general partner, proprietor, or a duly authorized representative by the applicable compliance deadline identified in Section 70-59 (b):

"This facility is a dental discharger subject to this rule and does not place or remove dental amalgam except in limited emergency or unplanned, unanticipated circumstances. I am a responsible corporate officer, a general partner or proprietor (if the facility is a partnership or sole proprietorship), or a duly authorized representative in accordance with the requirements of § 403.12(l) of the above named dental facility, and certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible

for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.";

(2) Removes dental amalgam for limited emergency or unplanned, unanticipated circumstances, as no more that 10% of dental procedures; and

(3) The dental practice notifies the (City) of any changes affecting the applicability of this certification.

(g) Disposal of hauled wastewater from dental facilities to the sanitary sewer must be in accordance with (Section 70-75, 70-51, and 70-139), and may be subject to industrial pretreatment requirements.

(h) Dental dischargers that fail to comply with this section will be considered significant industrial users, and will be subject to the requirements herein, including the compliance monitoring, reporting requirements, and enforcement remedies identified in Sections 70-161, 70-131 to 144 and 70-221 to 228, respectively.

Section 4. Severability. Should any provision or section of this ordinance be held by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall be effective on the date of the Mayor's approval set forth below, or upon taking effect without such approval.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire Bethea Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2022.

By: _____
Reuben Kent Guinn
Mayor

Approved as to form and legality:

By: _____
Robert W. Batsel, Jr.
City Attorney

Ordinance No: 2022-22
Introduced: 3/1/2022

Adopted: 3/15/2022
Legal Ad No: 3/4/22 - 6972371

File #: ORD-2022-23 Agenda Item #: 7b.

Submitted By: Patricia Z. Hitchcock

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Ordinance 2022-23 to amend the Future Land Use designation from Employment Center (County) and Commercial (County) to Employment Center (City) for property located north of the curve where NW 40th Avenue transitions easterly to NW Third Street, approximately 71.58 acres. (Parcels #22844-002-00 and 22844-002-03) (Case LUC21-44528)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub.

PROOF OF PUBLICATION:
March 7, 2022 in Star Banner

BACKGROUND:
- Petitioner: Kahlid Mirza
- Property Owner: Mirza Group-Ocala LLC
- Agent: Jake Kurth, Scannell Properties LLC
- There is a residence and a horse barn on the property.
- The proposed land use, Employment Center, is consistent with the land use designations assigned by Marion County.
- There are a mix of uses on the adjacent properties. Del Zotto's precast concrete is to the west, there are residential, undeveloped and agricultural uses to the south, and undeveloped M-2 zoning to the north.
- Applicant's stated intention is to develop as an industrial/warehouse use inside the City limits.
- New construction will be subject to site plan approval and building permit issuance by the City of Ocala.
- The ordinance to annex the subject property was approved by City Council on December 21, 2021. After annexation, it is appropriate to adopt a City land use and zoning designation.
- The Planning & Zoning Commission recommended approval of the land use change on November 8, 2021, by a vote of 6 to 0.
- Because the property is more than 50 acres, the land use change is subject to a state review process.
- City Council voted to transmit the large-scale land use plan amendment to the Department of Economic Development (DEO) on December 21, 2021.
- DEO, St. Johns River Water Management District (SJRWMD), and Florida Department of Environmental

Protection (FDEP) had no comments on the proposed amendment.
- Florida Department of Transportation (FDOT) provided a technical assistance comment that development of industrial/warehouse use on the property is anticipated to adversely impact the roadway network. Resolution of the comment will require the City to coordinate with FDOT on the project traffic study and require mitigation of impacts, including the I-75 at SR 40 and I-75 at US 27 interchanges, and local road connections to SR 40 and US 27.

FINDINGS AND CONCLUSIONS:
The requested Future Land Use designation of Employment Center is consistent with the Comprehensive Plan. Approval of the requested land use is appropriate.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The ordinance is pending review by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
- Approve
- Deny
- Table

ORDINANCE 2022-23

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP SERIES OF THE CITY OF OCALA, FLORIDA, COMPREHENSIVE PLAN AS REQUIRED IN SECTIONS 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE LAND USE CHANGE INVOLVED AND TO AMEND THE FUTURE LAND USE MAP FROM EMPLOYMENT CENTER (COUNTY) TO EMPLOYMENT CENTER (CITY), FOR PROPERTY LOCATED NORTH OF THE CURVE WHERE NW 40TH AVENUE TRANSITIONS EASTERLY TO NW 3RD STREET (PARCELS #22844-002-00 AND 22844-002-03), OCALA, FLORIDA (CASE NO. LUC21-44528); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, which required the City of Ocala, Florida to prepare and adopt a comprehensive plan in accordance with the requirements of the said act; and

WHEREAS, the City of Ocala has prepared a comprehensive plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City of Ocala on October 22, 1991, adopted this plan including a Future Land Use Map as part of the Future Land Use Map Series; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 provides for the amendment of an adopted plan or element or portion thereof; and

WHEREAS, on October 19, 2010, City Council adopted the Ocala 2035 Vision; and

WHEREAS, one of the strategies of the Ocala 2035 Vision was to initiate Comprehensive Plan Amendments (adopted on January 22, 2013) to be consistent with the Ocala 2035 Vision.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session as follows:

Section 1. The City of Ocala Comprehensive Plan, Future Land Use Map Series is hereby amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, and pursuant to Section 106-38 of the Code of Ordinances, City of Ocala, Florida. The following described lands are hereby reclassified on the City of Ocala Comprehensive Plan, Future Land Use Map as Employment Center, and the attached map, dated November 8, 2021, is incorporated by reference into this ordinance:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE N.89°51'14"W. ALONG THE NORTH BOUNDARY OF SAID NE 1/4 OF SECTION 15, A DISTANCE OF 16.00 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF NW 38TH AVENUE (60 FEET WIDE); THENCE N.00°34'34"W. ALONG SAID RIGHT OF WAY LINE 38.20 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING FROM SAID WEST RIGHT OF WAY LINE N.89°51'33"W. 513.16 FEET; THENCE S.00°23'30"W. 622.11 FEET; THENCE N.89°23’59"W. 237.78 FEET; THENCE S.01°01'32"W. 686.80 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF NW 38TH AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 1117, PAGE 799, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.78°11'41"W. ALONG SAID RIGHT OF WAY LINE 285.51 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE N.11°48'19"W. 10.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 260.00 FEET; THENCE SOUTHWESTERLY ALONG AND WITH THE ARC OF SAID RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 39°44'35", AN ARC DISTANCE OF 180.35 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.58°19’23"W. 176.75 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE ON A NON-TANGENT LINE S.78°12’24"W. 55.82 FEET TO THE NORTHEAST CORNER OF LOT 6, SAMUEL AGNEW'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 103, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE S.78°12'24"W. ALONG THE NORTH BOUNDARY OF SAID LOT 6, A DISTANCE OF 443.10 FEET TO AN INTERSECTION WITH THE EAST BOUNDARY OF LOT 5 SAID SAMUEL AGNEW'S SUBDIVISION; THENCE N.00°35'10"E. ALONG SAID EAST BOUNDARY OF LOT 5, A DISTANCE OF 162.02 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE

N.89°46’16"W. ALONG THE NORTH BOUNDARY OF SAID LOT 5, A DISTANCE OF 196.07 FEET; THENCE CONTINUE ALONG SAID NORTH BOUNDARY N.89°41'03"W. 751.26 FEET TO AN INTERSECTION WITH THE WEST BOUNDARY OF THE NE 1/4 OF AFORESAID SECTION 15; THENCE N.00°45'51"E. ALONG SAID WEST BOUNDARY 28.10 FEET; THENCE N.89°33'16"W. 185.56 FEET; THENCE N.00°43'10"E. 1400.24 FEET TO AN INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTH 78.50 FEET TO THE SE 1/4 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.89°28'32"E. ALONG SAID NORTH BOUNDARY 186.58 FEET; THENCE S.89°51'33"E. ALONG THE NORTH BOUNDARY OF THE SOUTH 78.50 FEET OF THE SE 1/4 OF AFORESAID SECTION 10, A DISTANCE OF 2614.88 FEET TO AN INTERSECTION WITH THE AFORESAID WEST RIGHT OF WAY LINE; THENCE S.00°34'34"W. ALONG SAID WEST RIGHT OF WAY LINE 40.02 FEET TO THE POINT OF BEGINNING.

(aka: PARCEL NO: 22844-002-00 & 22844-002-03)

Section 2. Severability Clause. Should any provision or section of this ordinance be held by a Court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

Section 5. If this ordinance becomes effective, effective date of the comprehensive plan amendment adopted hereby, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire Bethea Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2022.

By: _____
Reuben Kent Guinn
Mayor

Approved as to form and legality:

By: _____

Robert W. Batsel, Jr.
City Attorney

Ordinance No:	2022-23
Introduced:	3/1/2022
Adopted:	3/15/2022
Legal Ad No:	3/4/22 - 6972371

December 29, 2021

D. Ray Eubanks
Plan Review and Processing Administrator
Florida Department of Economic Opportunity
Bureau of Community Planning and Growth
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120

RE: Proposed Amendment Transmittal Packet
2021-4 Amendment Series: Case No. LUC21-44528

Dear Mr. Eubanks,

Enclosed is the Proposed Amendment Transmittal Package for City of Ocala large scale land use policy amendment Case No. LUC21-44528. Please note the following required information:

- The Planning & Zoning Commission, sitting as the local planning agency, held a public hearing on November 8, 2021. City Council held a public hearing on December 21, 2021 and voted to transmit the proposed amendments to the Department of Economic Opportunity (DEO).
- A copy of the complete proposed amendment package including supporting data and analysis was sent to the following agencies on December 29, 2021:
    1. East Central Florida Regional Planning Council
    2. St. Johns Rivers Water Management District
    3. Department of Environmental Protection
    4. Department of State
    5. Department of Transportation, District Five
    6. Department of Education
    7. Marion County Growth Services Department

- Following is a summary of the proposed amendment that is being submitted under the expedited state review process:

The 71.58-acre property is located at 700 NW 38th Avenue and 3999 NW 3rd Street. The property was formerly used as a residence; a residence and horse barn remain on the property. The applicant's stated intention is to develop as an industrial/warehouse use inside the City limits. There is a mix of uses on the adjacent properties. Delzotto's precast concrete is to the west, residential, undeveloped and agricultural uses to the south, and undeveloped M-2 zoning to the north. Any new construction will be subject to site plan approval and building permit issuance by the City of Ocala. The Ocala City Council adopted ordinance 2022-8 on December 21, 2021 annexing the 71.58 acre property into the city limits.

The proposed land use designation of Employment Center is consistent with the surrounding area. A majority of the subject property is designated as Employment Center in Marion County's land use plan except for a Commercial designation on a portion of the eastern side of the property. The

requested zoning designation of M-2, Medium Industrial, is eligible to implement the City's land use designation of Employment Center.

- Adoption of the amendment is anticipated to occur in March 2022.
- The amendment is not applicable to an area of critical concern.
- Contact person is:

David Boston, Planning Manager
Growth Management Department
City of Ocala
201 SE 3rd Street, Second Floor
Ocala, Florida 34471
Phone: (352) 629-8243; Email: dboston@ocalafl.org

Please contact David Boston with any questions. Thank you.

Sincerely,

Tye Chighizola, Director
Growth Management Department
City of Ocala

Cc:

East Central Florida Regional Planning Council
St. Johns River Water Management District
Department of Environmental Protection
Department of State
Department of Transportation, District Five
Department of Education
Marion County Growth Services Department

Enclosed for your review is the Proposed Amendment Package including the following required items:

1	Future Land Use Map Amendment, Cover	Exhibit A
	All proposed text in a strike-through/underline format	N/A
2	Staff, local planning agency and local governing body recommendations are attached as follows:	Exhibit B
	Staff Recommendation	B-1
	Local Planning Agency (Planning & Zoning Commission minutes	B-2
	Local governing body (City Council Synopsis)	B-3
3	Support documents or summaries of the support documents on which the recommendations regarding the proposed plan amendment(s) are based:	Exhibit C
	Summary of support document	C-1
4	For future land use map amendments, color maps depicting:	Exhibit D
	The proposed future land use designation of the subject property	D-1
	The boundary of the subject property and its location in relation to the surrounding street and thoroughfare network	D-1
	The present future land use map designations of the subject properties and abutting properties	D-2
5	An existing land use map depicting:	Exhibit E
	The existing land use(s) of the subject property and abutting properties	E-1
	The size of the subject property in acres or fractions thereof	E-1
6	A description of availability of and the demand on sanitary sewer, solid waste, drainage, potable water and water supply, traffic circulation, schools (if local government has adopted school concurrency), and recreation, as appropriate	Exhibit F
7	Information regarding the consistency of the proposed land use amendments with the future land use element goals, objectives and policies, and those of other affected elements	Exhibit G
8	If a local government relies on data and analysis from a previous amendment, a reference to the specific portions of the previously submitted data and analysis on which the local government relies to support the amendment	N/A
9	If previous data and analysis is no longer the best available existing data or no longer supports the plan, copies of updated and reanalyzed data and analysis to support the proposed amendment	N/A
10	A submittal covered letter transmitting the proposed amendment that includes the following: • The date(s) of the local planning agency and the commission held public hearings • A statement certifying that the proposed amendment(s) have been submitted to the appropriate agencies identified above. Certification means that the letter must state that a copy of a complete amendment package including supporting data and	Provided

	analysis has been mailed to these agencies and the date it was mailed • A summary of the plan amendment(s) including that the amendment is being submitted under the expedited state review process • The month the local government anticipates the amendment will be adopted • A statement indicating that the amendment is not applicable to an area of critical state concern • The name, title, address, telephone, fax number, and email of the local contact person	

Exhibit A

Future Land Use Map Amendment

Exhibit B Recommendations

B-1 Staff Recommendation (Staff Report)

B-2 Local Planning Agency (Planning & Zoning Commission minutes)

B-3 Local Governing Body (City Council Synopsis)

Petitioner: Khalid Mirza

Property Owner: Mirza Group-Ocala LLC

Agent: Jake Kurth, Scannell Properties, LLC

Project Planner: Nancy H. Smith, AICP

Land Use Change Request from: Commercial and Employment Center (County)
to: Employment Center (City)

Parcel Information

Acres:	±71.58 Acres
Parcel(s)#:	22844-002-00; 22844-002-03
Location:	700 NW 38th Avenue & 3999 NW 3rd Street
Existing use:	Single-family residence; horse barn

Adjacent Land Use

Direction	***Future Land Use***	***Zone***	***Current Use***
North	Employment Center (City)	M-2, Medium Industrial(City)	Undeveloped
East	Commercial(County)	B-5, Heavy Business (County)	Undeveloped
South	Employment Center, Public, and High Residential(County)	R-4, Residential Mixed Use; P-MH, Mobile Home Park; A-1, General Agriculture; M-1, Light Industrial; B-4, Regional Business(County)	Classic Oaks Village MHP; Water retention area; warehouse and office; agriculture; and residential
West	Employment Center (City)	M-2, Medium Industrial(City)	Precast concrete forms and products

Staff Recommendation: ***Approval***

Basis for Approval:
The applicant has requested that the subject property be annexed into the City of Ocala and assigned a City land use designation and zoning district. The stated intention is to develop as an industrial/warehouse use.

The proposed land use designation of Employment Center is consistent with the surrounding area. A majority of the subject property is designated as Employment Center in Marion County's land use plan except for a portion on the eastern side of the property. The requested zoning designation of M-2, Medium Industrial, is eligible to implement the City's land use designation of Employment Center.

Factual Support:

1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
   a. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
   b. Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.
2. Approval of this request will not adversely affect the health, safety, convenience, prosperity or general welfare of the community.

Background:
This property is contiguous to the city limits on the north and west boundaries, and it has direct access to NW 38th Avenue and NW 3rd Street, which are collector streets. Portions of the property are subject to FEMA flood zones. The property is contiguous to M-2, Medium Industrial, zoning districts on the west and north sides. The property is close to SR 40 and to the access ramps onto I-75.

Annexation is requested in order to obtain city services and utilities. Any construction on site is subject to site plan approval and building permit issuance by the City of Ocala if annexation occurs. The ordinance to annex the subject property will be considered by City Council prior to scheduling the land use and zoning ordinances.

Level of Service Impact Analysis:

Traffic Circulation
Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. Developments proposing to generate less than 100 peak hour trips are required to submit a traffic impact statement.

Table 1: Traffic Circulation[1]

Road/Street Name	# of Lanes	Functional Class	Adopted LOS	LOS Capacity	2021 AADT	Existing LOS
NW 40th Ave SR 40 to NW 3rd St.	2	Collector	E	11,232	1,600	C
NW 3rd St NW 40th Ave to NW 38th Ave	2	Collector	E	11,232	2,400	C
NW 38th Ave NW 3rd St. to US 27	2	Collector	E	11,232	3,300	C
SR 40 SW 52nd Ave to I-75 Ramp (W)	4	Arterial	D	39,800	32,300	C

Road/Street Name	# of Lanes	Functional Class	Adopted LOS	LOS Capacity	2021 AADT	Existing LOS
SR 40 I-75 Ramp (W) to I-75 Ramp (E)	4	Arterial	D	41,790	34,400	C

LOS=Level of Service, AADT=Annual Average Daily Traffic

Potable Water: The property is located within the City of Ocala service area. Waterlines are available along SR 40 to the south or north along NW 38th Avenue.

Sanitary Sewer: The property is located within the City of Ocala service area; service is available from SR 40/NW 40th Avenue and is within 1,000 feet.

Stormwater: For any future development, runoff must be retained on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-storm event.[2]

Solid Waste: Service is available.

Fire Service: Service is available from the City of Ocala. To maintain adequate fire protection services in the City, an impact fee will be required during the development review process.

Schools: The request for M-2, Medium Industrial, zoning is not expected to have an impact on area schools.

Electric: Service is available from Ocala Electric Utility.

Land Use Designation

Existing: Marion County
Commercial (COM). This land use designation is intended to provide for mixed use development focused on retail, office, and community business opportunities to meet the daily needs of the surrounding residential areas; and allows for mixed residential development as a primary use or commercial uses with or without residential uses. The density range shall be up to six (6) dwelling units per one (1) gross acre and a maximum Floor Area Ratio of 1.0, as further defined in the LDC. This land use designation is allowed in the Urban Area and allows for campgrounds and recreational vehicle parks (RVP).

Employment Center (EC). This land use is intended to provide for a central regional area that allows for a mix of business, enterprise, research and development, light to moderate intensity commercial and industrial, and employment activities. It also allows residential uses that stand-alone or support the commercial and industrial area, and/or provide transitions to surrounding uses and less intense land uses. This land use designation will allow for and encourage mixed use buildings. The density range for residential units shall be up to twelve (12) dwelling units per one (1) gross acre and a maximum Floor Area Ratio of 2.0, as further defined by the LDC. This land use designation is allowed in the Urban Area and allows for campgrounds and recreational vehicle parks (RVP).

Proposed: City of Ocala
Employment Center is intended to provide a regionally-important hub for business, enterprise, research and development, and employment activities. Employment Centers are generally single use

districts but may include more than one use if there are appropriate buffers and transitions between complementary uses. Primary uses are industrial, office and commercial. Secondary uses are public, recreation, institutional, and residential. Access is primarily from major collectors, arterials, or limited-access highways. The maximum density and intensity before any incentives is 24 dwelling units per gross acre or 2.00 FAR.[3]

Zoning Classification

Existing: Marion County

A-1, General Agriculture is intended to preserve agriculture as the primary use.

M-1, Light Industrial is intended to provide land for primarily the manufacture of small articles and products which do not involve the use of any materials, processes, or machinery or production of a product likely to be detrimental to nearby or adjacent residential or business property.

R-E, Residential Estate provides for low density urban residential development with large lot home sites and certain agricultural uses which are compatible with residential development.

Proposed: City of Ocala

Medium Industrial (M-2) zoning district is intended for wholesale distribution, warehouse storage, research and development, and light manufacturing of finished or semi-finished products. However, the M-2 district does allow outdoor storage and sales. Service establishments serving the industrial uses or district are also permitted. Lots in the M-2 district must have a minimum width of 200 feet and a minimum area of 20,000 square feet. Building heights may not exceed 60 feet.

[1] Ocala/Marion County Transportation Planning Organization, Congestion Management Plan Database, 2021.
2 Ocala Comprehensive Plan, Stormwater Sub-Element Policy 3.1.
3 Ocala Comprehensive Plan, Future Land Use Element, Policy 6.5

B-2: Ocala Planning and Zoning Commission Meeting Minutes
(Local Planning Agency)
November 8, 2021

d. APPROVED – LUC21-44528 a request amend the future land use map from Employment Center and Commercial (Marion County) to Employment Center (City) for property located at 700 NW 38th Avenue and 3999 NW 3rd Street, approximately 71.58 acres.

Petitioner: Mirza Group-Ocala, LLC

Agent: Jake Kurth, Scannell Properties LLC

Planner: Nancy Smith, AICP

Background:

- There is a residence and a horse barn on the property.
- The proposed land use, Employment Center, is consistent with the land use designations assigned by Marion County.
- There are a mix of uses on the adjacent properties. Delzotto's precast concrete is to the west, there are residential, undeveloped and agricultural uses to the south, and undeveloped M-2 zoning to the north.
- Applicant's stated intention is to develop as an industrial/warehouse use inside the City limits.
- New construction will be subject to site plan approval and building permit issuance by the City of Ocala if annexation occurs.
- The ordinance to annex the subject property will be considered by City Council prior to consideration of the land use and zoning ordinances. After annexation, it is appropriate to adopt a City land use designation.
- Because the property is more than 50 acres, the land use change is subject to a state review process.

Basis for Approval:

The applicant has requested the Employment Center land use following annexation into the City of Ocala. The stated intention is to develop as an industrial/warehouse use.

The proposed land use designation of Employment Center is consistent with the surrounding area. A majority of the subject property is designated as Employment Center in Marion County's land use plan except for a portion on the eastern side of the property. The requested zoning designation of M-2, Medium Industrial, is eligible to implement the City's land use designation of Employment Center.

Factual Support:

1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
   a. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities, and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
   b. Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation, and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.
2. Approval of this request will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

Level of Service Impact Analysis:

Traffic Circulation

Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. Developments proposing to generate less than 100 peak hour trips are required to submit a traffic impact statement.

Table 1: Traffic Circulation

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LOS=Level of Service, AADT=Annual Average Daily Traffic

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Stormwater: For any future development, runoff must be retained on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-storm event.

Solid Waste: Service is available.

Fire Service: Service is available from the City of Ocala. To maintain adequate fire protection services in the City, an impact fee will be required during the development review process.

Schools: The request for M-2, Medium Industrial, zoning is not expected to have an impact on area schools.

Electric: Service is available from Ocala Electric Utility.

Land Use Designation

Existing: Marion County

Commercial (COM). This land use designation is intended to provide for mixed use development focused on retail, office, and community business opportunities to meet the daily needs of the surrounding residential areas; and allows for mixed residential development as a primary use or commercial uses with or without residential uses. The density range shall be up to six (6) dwelling units per one (1) gross acre and a maximum Floor Area Ratio of 1.0, as further defined in the LDC. This land use designation is allowed in the Urban Area and allows for campgrounds and recreational vehicle parks (RVP).

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Proposed: City of Ocala

Employment Center is intended to provide a regionally important hub for business, enterprise, research and development, and employment activities. Employment Centers are generally single

use districts but may include more than one use if there are appropriate buffers and transitions between complementary uses. Primary uses are industrial, office and commercial. Secondary uses are public, recreation, institutional, and residential. Access is primarily from major collectors, arterials, or limited-access highways. The maximum density and intensity before any incentives is 24 dwelling units per gross acre or 2.00 FAR.

Discussion:

Commissioner Lopez asked if the noise ordinance is different for M-2 and Residential. Mr. Hale responded there is no difference. Ms. Nancy Smith also clarified that the Employment Center land use in the County has a floor area ratio of 2.0, which is the same as the City's Employment Center ratio.

No Public comment.

RESULT:	**APPROVED LUC21-44528**
MOVER:	Todd Rudnianyn
SECONDER:	Kris Clere
AYES:	Rudnianyn, Clere, Kesselring, Adams, Gilchrist, Lopez

B-3 Ocala City Council Synopsis

December 21, 2021

Item 6. b. Public Hearing

Approved transmittal to the Florida Department of Economic Opportunity a future land use map amendment from Employment Center and Commercial (Marion County) designations to Employment Center (City) designation for property located at 700 NW 38th Avenue and 3999 NW Third Street (Parcels #22844-002-00 and 22844-002-03), approximately 71.58 acres (Case LUC21-44528).

Presentation by Tye Chighizola

RESULT: APPROVED [UNANIMOUS] MOVER: Jay A. Musleh, Council Member SECONDER: James P. Hilty Sr., President Pro-Tem AYES: Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

Exhibit C

C-1 Summary of Support

C-1 Summary

FLUM Amendment – From Commercial and Employment Center (Marion County)
To Employment Center (City)

Applicants: Khalid Mirza; Agent, Jake Kurth, Scannell Properties, LLC

Property Owners: Mirza Group-Ocala LLC

Future Land Use: Commercial and Employment Center (Marion County)

Property size: 71.58 Acres

Staff Recommendation: Approval

LPA Recommendation: Approval

City Council Recommendation: Approval to transmit the proposed land use amendment package to DEO and other agencies for review on December 21, 2021

Background:
The applicant has requested that the subject property be annexed into the City of Ocala and assigned a City land use designation and zoning district. The stated intention is to develop as an industrial/warehouse use.

The proposed land use designation of Employment Center is consistent with the surrounding area. A majority of the subject property is designated as Employment Center in Marion County's land use plan except for a portion on the eastern side of the property that is designated as Commercial. The requested zoning designation of M-2, Medium Industrial, is eligible to implement the City's land use designation of Employment Center.

Consistency with Comprehensive Plan:

1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
    a. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
    b. Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.
2. Approval of this request will not adversely affect the health, safety, convenience, prosperity or general welfare of the community.

Exhibit D Future Land Use Maps

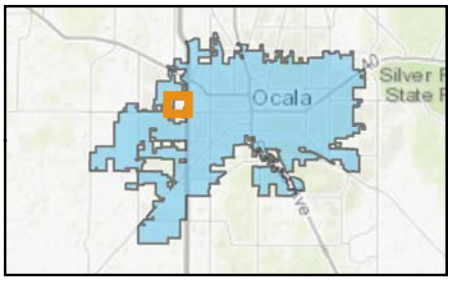
D-1 FLUM Proposed

D-2 FLUM Present

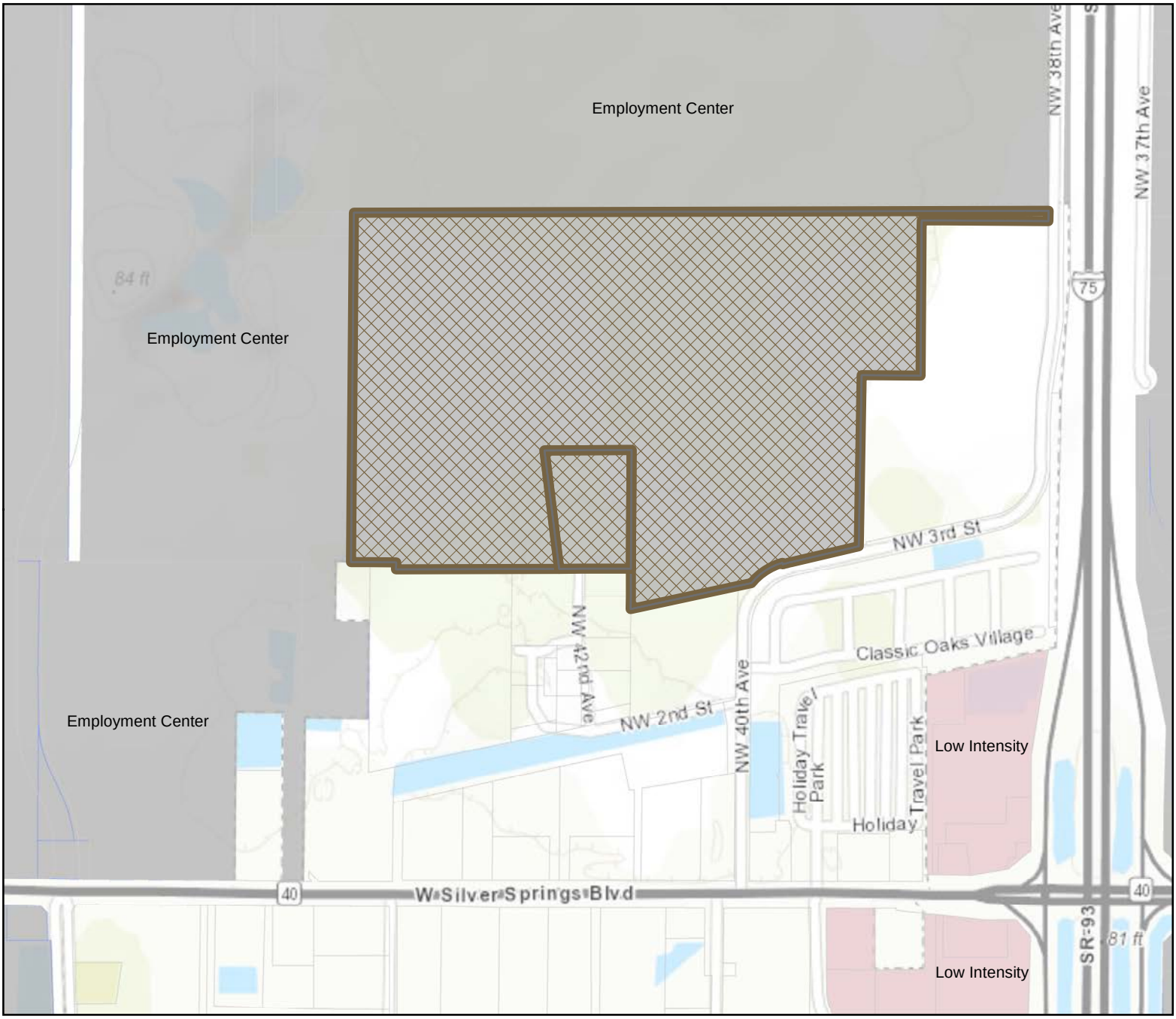
D-1 Proposed FLU Designation

City Council December 21, 2021

Location Map



Case Number:	**LUC21-44528**
Parcel Number:	22844-002-00; 22844-002-03
Property Size:	Approximately 71.58 acres
Land Use Designation:	County: Commercial; Employment Center
Zoning:	County: A-1, General Agriculture; M-1, Light Industrial; R-E, Residential Estate
Proposal:	Future Land Use Change to Employment Center (City)



Legend

- Property
- Parcels

Future Land Use

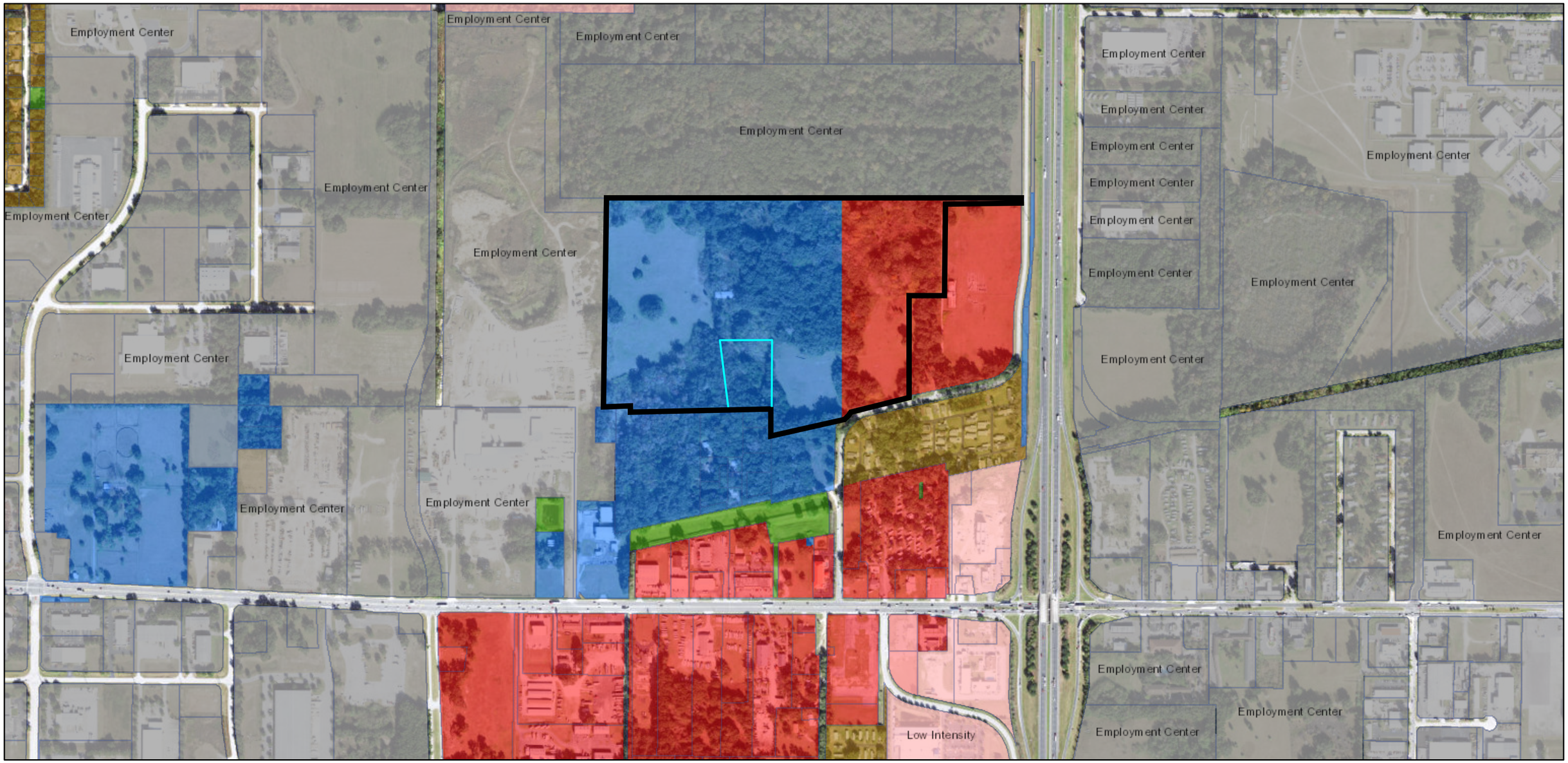
- Employment Center
- High Intensity/Central Core
- Low Intensity
- Medium Intensity/Special District
- Neighborhood
- Pending
- Public

0 475 950 Feet

OCALA

Prepared by the City o
Growth Management Depa

D-2: Future Land Use Map (Present)



11/4/2021, 10:48:22 AM

Parcels

County Future Land Use

- Rural Land
- Low Residential
- Medium Residential
- High Residential
- Urban Residential
- Rural Activity Center
- Rural Community
- Commercial
- Employment Center
- Commerce District
- Public
- Preservation
- Municipality

Future Land Use

- High Intensity/Central Core
- Medium Intensity/Special District
- Low Intensity
- Neighborhood
- Employment Center
- Public
- Pending

1:9,028

0 0.07 0.15 0.3 mi

0 0.15 0.3 0.6 km

City of Ocala, Marion County Property Appraiser, FDOT, City of Ocala Planning Department, Community Development Services

Web AppBuilder for ArcGIS

City of Ocala, MCBCC | City of Ocala, Marion County Supervisor of Elections | Marion County Public Schools | City of Ocala, Growth Management, U.S. Census Bureau | City of Ocala Planning Department, Community Development Services | Ocala/Marion County TPO | FEMA | City of Ocala Public Works Department |

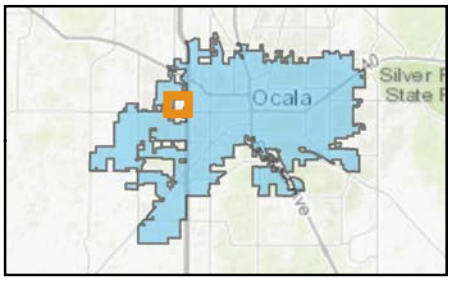
Exhibit E: Existing Land Use Map

E-1 Existing land use for subject property and abutting properties and
Size of subject property

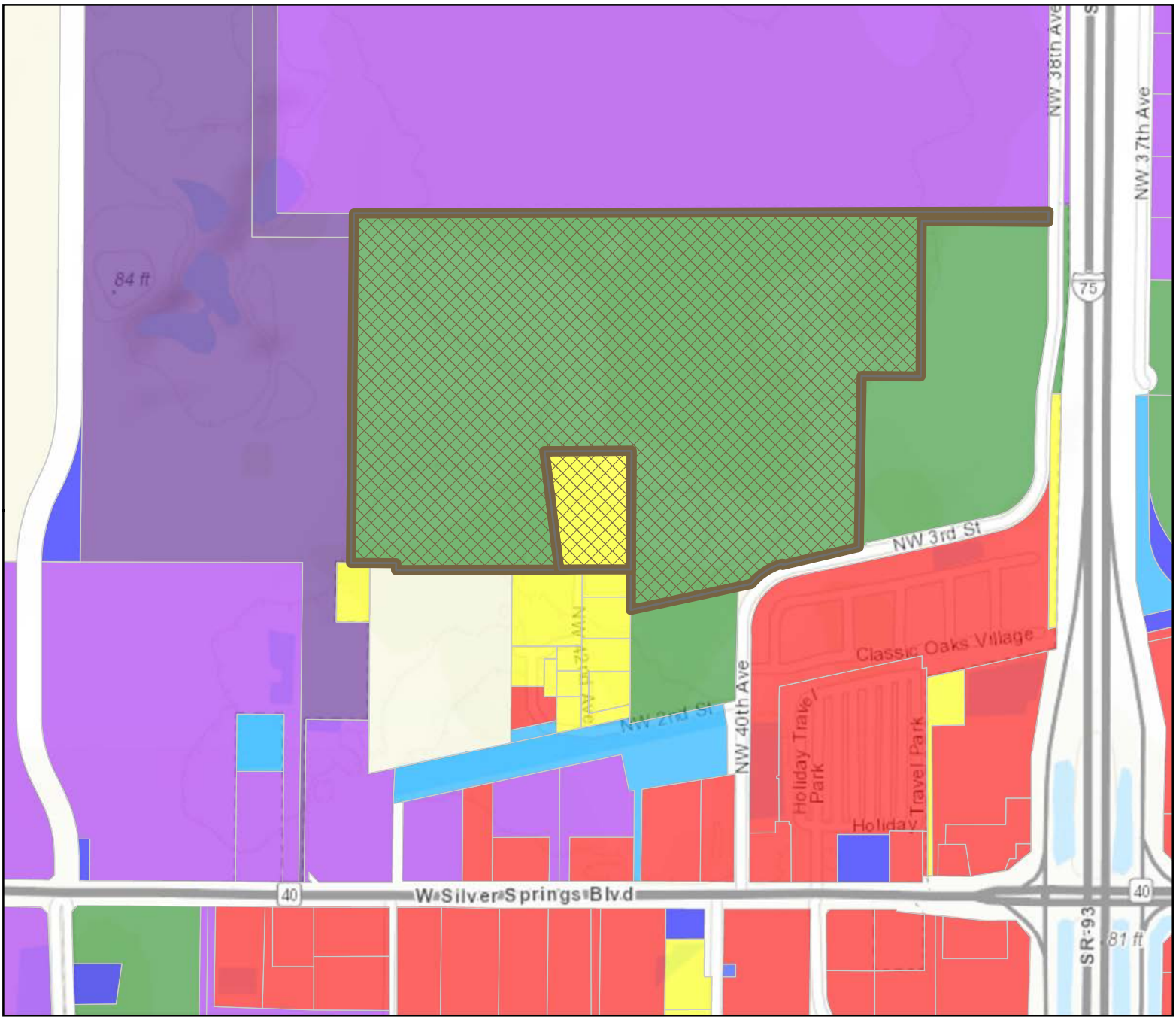
E-1 Existing Land Use Map

City Council December 21, 2021

Location Map



Case Number:	**LUC21-44528**
Parcel Number:	22844-002-00; 22844-002-03
Property Size:	Approximately 71.58 acres
Land Use Designation:	County: Commercial; Employment Center
Zoning:	County: A-1, General Agriculture; M-1, Light Industrial; R-E, Residential Estate
Proposal:	Future Land Use Change to Employment Center (City)



Legend

- Property
- Parcels

Current Land Use CLU

- Residential
- Commercial
- Industrial
- Agricultural
- Institutional
- Mining
- Right Of Ways
- Wastelands/H2O
- Rural Acreage

0 475 950 Feet

OCALA

Prepared by the City o
Growth Management Depa

Exhibit F

Availability and Demand

F-1: Availability and Demand

Proposed Map Amendment

Employment Center is intended to provide a regionally-important hub for business, enterprise, research and development, and employment activities. Employment Centers are generally single use districts but may include more than one use if there are appropriate buffers and transitions between complementary uses. Primary uses are industrial, office and commercial. Secondary uses are public, recreation, institutional, and residential. Access is primarily from major collectors, arterials, or limited-access highways. The maximum density and intensity before any incentives is 24 dwelling units per gross acre or 2.00 FAR.[1]

Traffic Circulation

Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. Developments proposing to generate less than 100 peak hour trips are required to submit a traffic impact statement.

Sanitary Sewer: All new development in the City is required to connect to the City's sanitary sewer system if available within one-eighth mile[2]. The property is located within the City of Ocala service area; service is available from SR 40/NW 40th Avenue and is within 1,000 feet.

Solid Waste: Service is available from the City of Ocala

Stormwater: Runoff must be retained on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-storm event.[3]

Potable Water: All new development within the City is required to connect to city water when service is available within one-quarter mile.[4] The property is located within the City of Ocala service area. Waterlines are available along SR 40 to the south or north along NW 38th Avenue.

School Impact: The request for Employment Center land use and M-2, Medium Industrial, zoning is not expected to have an impact on area schools.

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1 Ocala Comprehensive Plan, Future Land Use Element, Policy 6.5
2 Ocala Comprehensive Plan Sanitary Sewer Sub-Element Policy 2.4
3 Ocala Comprehensive Plan, Stormwater Sub-Element Policy 3.1.
4 Ocala Comprehensive Plan Potable Water Sub-Element Policies 1.3 and 2.4

Exhibit G

Consistency with Comprehensive Plan

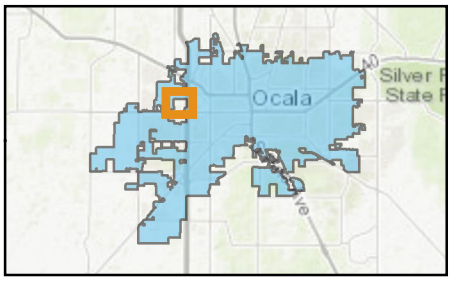
G-1: Consistency with Comprehensive Plan:

1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
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2. Approval of this request will not adversely affect the health, safety, convenience, prosperity or general welfare of the community.

Case Map

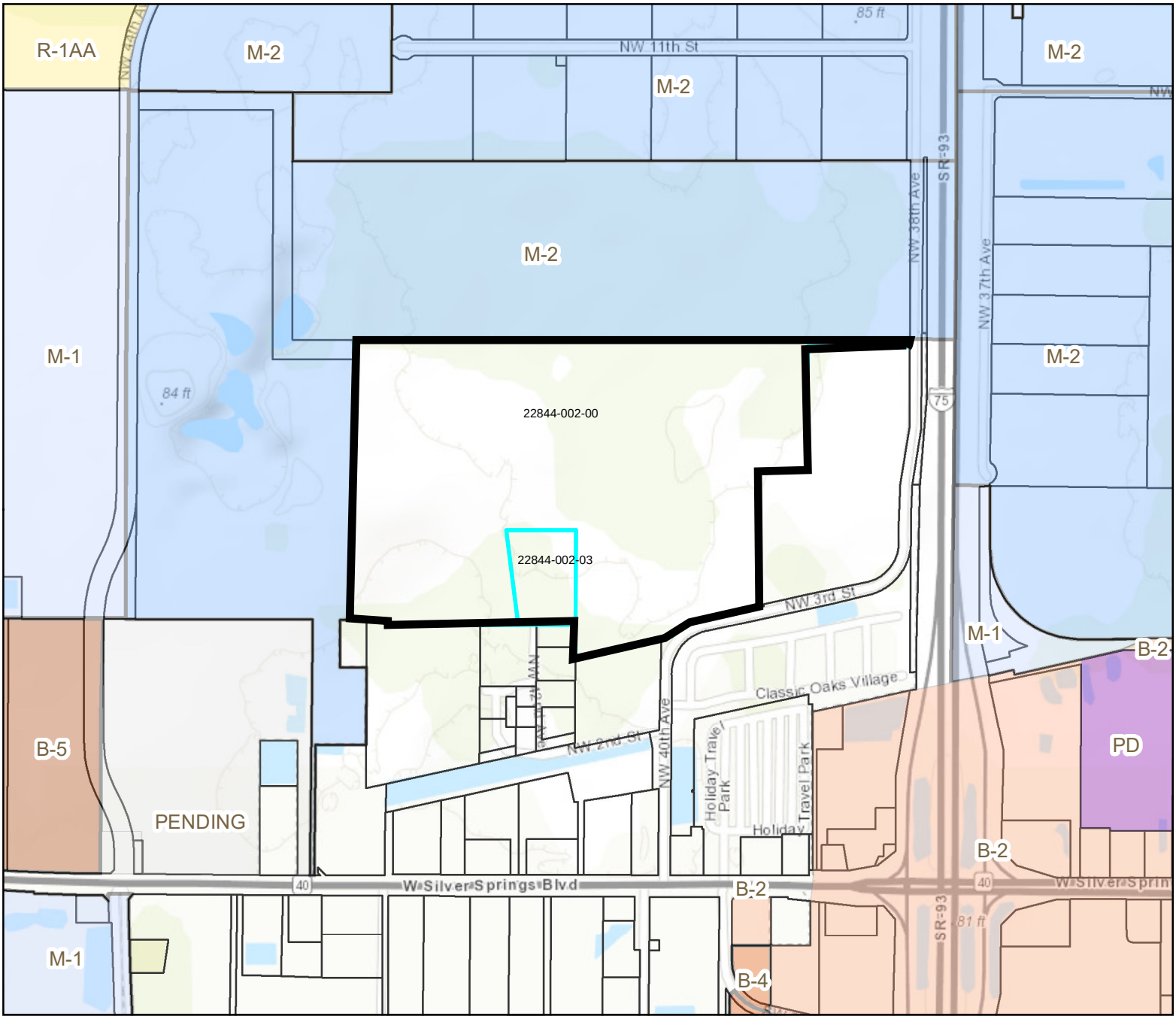
P&Z Meeting November 8, 2021

Location Map



Case Number: **LUC21-44528**
Parcel Number: 22844-002-00; 22844-002-03
Property Size: Approximately 71.58 acres
Land Use Designation: County: Commercial; Employment Center
Zoning: County: A-1, General Agriculture; M-1, Light Industrial; R-E, Residential Estate

Proposal:



Legend

Zoning Districts

ZONING

- B-2:Community Business
- B-4:General Business
- B-5:Wholesale Business
- M-1:Light Industrial
- M-2:Medium Industrial
- Ordinance Pending
- Planned Development
- R-1AA:Single Family Residential
- Parcels

0 550 1,100 Feet

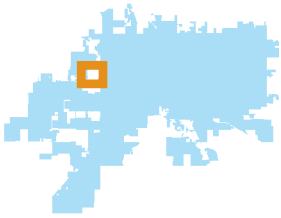
OCALA

Prepared by the City of Ocala Growth Management Department

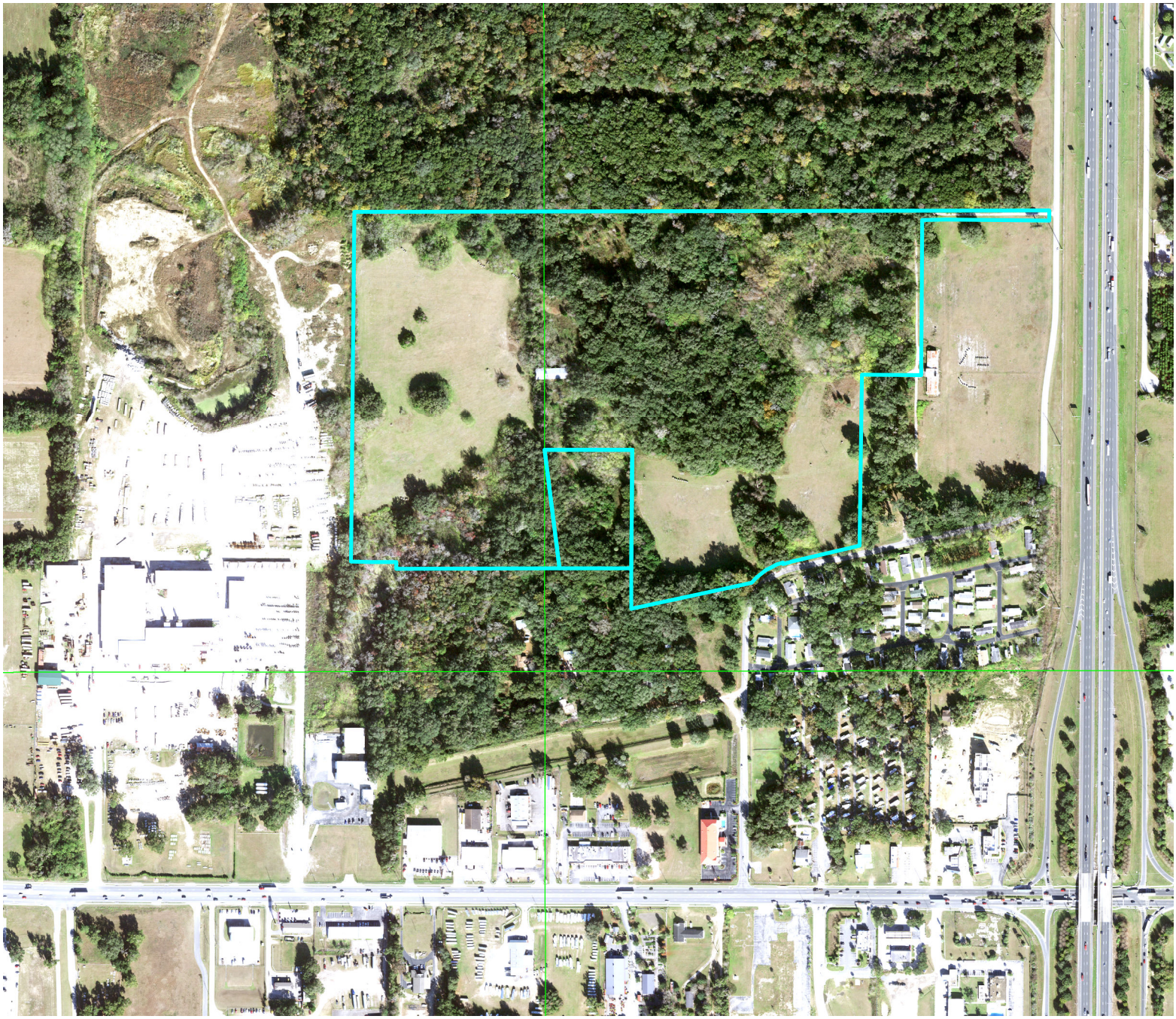
Aerial Map

P&Z Meeting November 8, 2021

Location Map



Case Number:	**LUC21-44528**
Parcel Number:	22844-002-00; 22844-002-03
Property Size:	Approximately 71.58 acres
Land Use Designation:	Marion County: Employment Center & Commercial
Zoning:	Marion County: A-1; R-E; M-1
Proposal:	



0 475 950 Feet

OCALA

Prepared by the City o
Growth Management Depa

d. APPROVED – LUC21-44528 a request amend the future land use map from Employment Center and Commercial (Marion County) to Employment Center (City) for property located at 700 NW 38th Avenue and 3999 NW 3rd Street, approximately 71.58 acres.

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Agent: Jake Kurth, Scannell Properties LLC

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- The proposed land use, Employment Center, is consistent with the land use designations assigned by Marion County.
- There are a mix of uses on the adjacent properties. Delzotto's precast concrete is to the west, there are residential, undeveloped and agricultural uses to the south, and undeveloped M-2 zoning to the north.
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- New construction will be subject to site plan approval and building permit issuance by the City of Ocala if annexation occurs.
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2. Approval of this request will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

Level of Service Impact Analysis:

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SR 40 I-75 Ramp (W) to I-75 Ramp (E)	4	Arterial	D	41,790	34,400	C

LOS=Level of Service, AADT=Annual Average Daily Traffic

Potable Water: The property is located within the City of Ocala service area. Waterlines are available along SR 40 to the south or north along NW 38th Avenue.

Sanitary Sewer: The property is located within the City of Ocala service area; service is available from SR 40/NW 40th Avenue and is within 1,000 feet.

Stormwater: For any future development, runoff must be retained on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-storm event.

Solid Waste: Service is available.

Fire Service: Service is available from the City of Ocala. To maintain adequate fire protection services in the City, an impact fee will be required during the development review process.

Schools: The request for M-2, Medium Industrial, zoning is not expected to have an impact on area schools.

Electric: Service is available from Ocala Electric Utility.

Land Use Designation

Existing: Marion County

Commercial (COM). This land use designation is intended to provide for mixed use development focused on retail, office, and community business opportunities to meet the daily needs of the surrounding residential areas; and allows for mixed residential development as a primary use or commercial uses with or without residential uses. The density range shall be up to six (6) dwelling units per one (1) gross acre and a maximum Floor Area Ratio of 1.0, as further defined in the LDC.

This land use designation is allowed in the Urban Area and allows for campgrounds and recreational vehicle parks (RVP).

Employment Center (EC). This land use is intended to provide for a central regional area that allows for a mix of business, enterprise, research and development, light to moderate intensity commercial and industrial, and employment activities. It also allows residential uses that stand-alone or support the commercial and industrial area, and/or provide transitions to surrounding uses and less intense land uses. This land use designation will allow for and encourage mixed use buildings. The density range for residential units shall be up to twelve (12) dwelling units per one (1) gross acre and a maximum Floor Area Ratio of 2.0, as further defined by the LDC. This land use designation is allowed in the Urban Area and allows for campgrounds and recreational vehicle parks (RVP).

Proposed: City of Ocala

Employment Center is intended to provide a regionally important hub for business, enterprise, research and development, and employment activities. Employment Centers are generally single use districts but may include more than one use if there are appropriate buffers and transitions between complementary uses. Primary uses are industrial, office and commercial. Secondary uses are public, recreation, institutional, and residential. Access is primarily from major collectors, arterials, or limited-access highways. The maximum density and intensity before any incentives is 24 dwelling units per gross acre or 2.00 FAR.

Discussion:

Commissioner Lopez asked if the noise ordinance is different for M-2 and Residential. Mr. Hale responded there is no difference. Ms. Nancy Smith also clarified that the Employment Center land use in the County has a floor area ratio of 2.0, which is the same as the City's Employment Center ratio.

No Public comment.

RESULT:	**APPROVED LUC21-44528**
MOVER:	Todd Rudnianyn
SECONDER:	Kris Clere
AYES:	Rudnianyn, Clere, Kesselring, Adams, Gilchrist, Lopez

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
SECRETARY

January 21, 2022

The Honorable Kent Guinn
Mayor, City of Ocala
110 S.E Watula Avenue
Ocala, Florida 34471

Dear Mayor Guinn:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for City of Ocala (Amendment No. 22-01ESR) received on December 29, 2021. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Beau Scott, Planning Analyst, by telephone at (850) 717-8515 or by email at beau.scott@deo.myflorida.com.

Sincerely,

Barbara Powell, Regional Planning Administrator
Bureau of Community Planning and Growth

BP/bs

Enclosure(s): Procedures for Adoption

cc: Tye Chighizola, Growth Management Director, City of Ocala
Hugh W. Harling, Jr., Executive Director, East Central Florida Regional Planning

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (***https://floridajobs.secure.force.com/cp/***) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

City of Ocala proposed comprehensive plan amendment 22-1ESR

Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>

Mon 1/24/2022 8:28 AM

To: David Boston <dboston@Ocalafl.org>

Cc: DCPexternalagencycomments@deo.myflorida.com <dcpexternalagencycomments@deo.myflorida.com>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Boston,

St. Johns River Water Management District (District) staff have reviewed City of Ocala proposed comprehensive plan amendment 22-1ESR in accordance with the provisions of Chapter 163, Florida Statutes. Based on review of the submitted materials, District staff have no comments on the proposed amendment. If you have any questions or need additional information, please contact me.

Please note that all proposed and adopted comprehensive plan amendments can be submitted to the District by email at sfitzgibbons@sjrwmd.com.

Sincerely,
Steve Fitzgibbons

Steven Fitzgibbons, AICP
Intergovernmental Planner
Division of Strategic Planning and Initiatives
St. Johns River Water Management District
7775 Baymeadows Way, Suite 102
Jacksonville, FL 32256
Office (386) 312-2369
Website: www.sjrwmd.com
Connect with us: Newsletter, Facebook, Twitter, Instagram, YouTube, Pinterest



We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this link

Notices
• Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
• Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at http://www.sjrwmd.com/lobbyist/

Ocala 22-01ESR Proposed

Plan_Review <Plan.Review@dep.state.fl.us>
Fri 1/28/2022 4:14 PM
To: David Boston <dboston@Ocalafl.org>; dcpexternalagencycomments@deo.myflorida.com <dcpexternalagencycomments@deo.myflorida.com>
Cc: Plan_Review <Plan.Review@dep.state.fl.us>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To: David Boston, Ph.D., AICP, Planning Manager

Re: Ocala 22-01ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S.Woodland Boulevard
DeLand, Florida 32720

KEVIN J. THIBAULT, P.E.
SECRETARY

January 28, 2022

David Boston, Planning Manager
City of Ocala Growth Management Department
201 SE 3rd Street, Second Floor
Ocala, FL 34471

Subject: City of Ocala Proposed Comprehensive Plan Amendment 22-01ESR Proposed
Response Type: *Technical Assistance Comment(s)*

Dear Mr. Boston,

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed proposed amendment City of Ocala 22-01ESR.

The amendment pertains to two parcels amounting to 71.58 acres located north of NW 3rd Street and west of NW 38th Avenue. The City of Ocala annexed these parcels, as they were formerly in unincorporated Marion County. The amendment would change the future land use map designation for this land from Marion County designations of:

- 18.74 acres of Commercial (up to 6 dwelling units per acre (du/ac) or floor to area ratio (FAR) of 1.0): (18.74 acres x 43,560 square feet/acre) x 1.0 FAR = 816,314 square feet
- 52.84 acres of Employment Center (up to 12 dwelling units per acre (du/ac) or maximum floor to area ratio (FAR) of 2.0): (52.84 acres x 43,560 square feet/acre) x 2.0 FAR = 4,603,421 square feet
- to the City of Ocala designations of 71.58 acres of Employment Center (24 dwelling units per acre (du/ac) or maximum floor to area ratio (FAR) of 2.0): (71.58 acres x 43,560 square feet/acre) x 2.0 FAR = 6,236,050 square feet

Based on the maximum utilization, the change in future land use increases the development potential of the parcel from up 816,314 square feet of commercial and 4,603,420 square feet of employment center under Marion County's designations to up to 6,236,050 square feet of employment center under the City of Ocala's designation. The location map of the subject property is shown in **Appendix A**.

Analysis:

Appendix B shows the trip generation potential for the adopted and proposed land use scenarios, and the change in trips as a result of the proposed amendment. The proposed amendment notes that the stated intention is to potentially develop the parcels as industrial/warehouse; however, the

trip generation estimate for the proposed scenario was developed based on the allowed highest and best use. The amendment's increase in development potential would increase the trip generation potential of the subject property by 9,098 daily trips and by 1,142 P.M. peak hour trips.

An analysis of existing State Facilities within three miles of the subject area is included as **Appendix C**. This analysis shows that there are segments of S.R. 200, S.R. 25/U.S. 441, and S.R. 40 projected to approach capacity, and there are segments of S.R. 40, S.R. 464, S.R. 500/U.S. 27, I-75 projected to exceed LOS standards through the Year 2040 scenario.

As proposed, FDOT is providing the following technical assistance comment:

FDOT is providing a technical assistance comment(s) consistent with Section 163.3168(3), Florida Statutes. The technical assistance comment(s) will not form the basis of a challenge. The technical assistance comment(s) can strengthen the local government's comprehensive plan in order to foster a vibrant, healthy community or is/are technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S.):

Technical Assistance Comment #1
Based on the analysis above and the information provided, the FLUM amendment would significantly increase the trip generation potential of the subject property and in the event the parcels are developed as industrial/warehouse, a significant percentage of these trips would be heavy vehicles. In addition, the parcels are located in close proximity to I-75 and the S.R. 40 and U.S. 27 interchanges. Therefore, the proposed amendment is anticipated to significantly adversely impact the SHS or SIS.

Resolution of Technical Assistance Comment #1
The Staff Report indicated the City of Ocala will require a traffic study be conducted to determine and mitigate for impacts to the roadway network. Therefore, the Department recommends that the City of Ocala coordinates with the Department on the traffic study and mitigation of potential impacts to the SHS or SIS, including the I-75 at S.R. 40 and I-75 at U.S. 27 interchanges, and local road connections to S.R.40 and U.S 27.

Please transmit a copy of the amendment, along with the supporting data and analysis, to the District upon its adoption. Thank you for coordinating on the review of this proposed amendment with FDOT. If you have any questions, please do not hesitate to contact me by email at Channing.Maiolo@dot.state.fl.us *or 386-943-5457.*

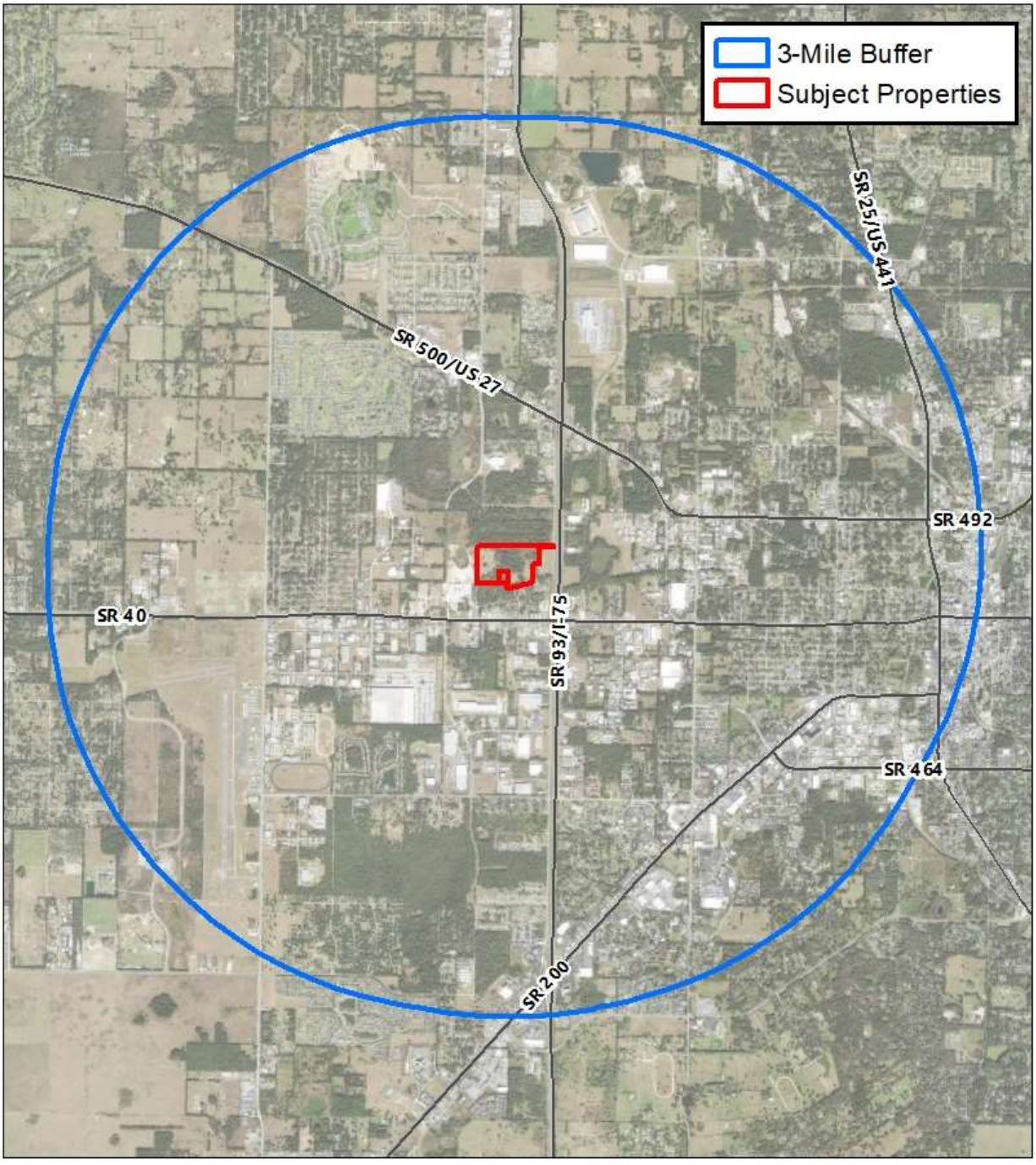
Sincerely,



M. Channing Maiolo
Systems Planning Coordinator

cc: Christopher Rison, Marion County
Samuel Martsolf, Marion County
Steve Shams, FDOT
Heather Garcia, FDOT
Jennifer Carver, FDOT
D. Ray Eubanks, DEO
Donna Harris, DEO

Appendix A


3-Mile Buffer
Subject Properties
SR 25/US 441
SR 500/US 27
SR 492
SR 40
SR 93/I-75
SR 464
SR 200

Appendix B
TRIP GENERATION ANALYSIS

Table 1: Trip Generation Potential of Parcel Affected by FLUM Amendment – Proposed Development

Scenario	Land Use	ITE Land Use Code	Allowed Development		Daily Trips	P.M. Peak Hour Trips
Adopted	Employment Center/Commercial	820	5,419	KSF	90,800	10,428
Proposed	Employment Center/Commercial	820	7,158	KSF	99,898	11,570
Change in Trips					**9,098**	**1,142**

Source: ITE Trip Generation Manual 10th Edition

Appendix C
STATE ROADWAY SEGMENTS AFFECTED BY PROPOSED FLUM AMENDMENT

Roadway(s)	Segment(s)	SIS?	LOS Standard	2022			2032			2040		
				Service Volume at LOS Standard	AADT	Acceptable?	Service Volume at LOS Standard	AADT	Acceptable?	Service Volume at LOS Standard	AADT	Acceptable?
SR 200	SR 464 to MLK Jr Ave	N	D	62,900	26,300	Y	62,900	29,300	Y	62,900	31,800	Y
	Paddock Mall/SW 32nd Ave to CR 475A/SW 27th Ave	N	D	62,900	41,500	Y	62,900	45,500	Y	62,900	48,600	Y
	MLK Jr Ave to SR 25/US 441	N	D	41,790	27,800	Y	41,790	30,500	Y	41,790	32,600	Y
	Tartan Rd/SW 60th St to SR 93/I-75	N	D	59,900	44,300	Y	59,900	51,800	Y	59,900	58,800	Near Capacity
	CR 475A/SW 27th Ave to SR 464	N	D	62,900	39,400	Y	62,900	43,100	Y	62,900	46,100	Y
	SR 93/I-75 to Paddock Mall/SW 32nd Ave	N	D	59,900	49,900	Y	59,900	54,600	Near Capacity	59,900	58,400	Near Capacity
SR 25/US 441	SR 500/US 27 to CR 200A/NW 20th St	N	D	41,790	28,600	Y	41,790	33,100	Y	41,790	37,300	Y
	CR 25A to NW 35th St	N	D	41,790	19,400	Y	41,790	24,100	Y	41,790	28,800	Y
	SR 200 (SW 10 St) to W. of NW 3rd St	N	D	50,000	37,100	Y	50,000	42,500	Y	50,000	47,400	Near Capacity
	CR 200A/NW 20th St to CR 25A	N	D	41,790	23,600	Y	41,790	28,700	Y	41,790	33,700	Y
	NW 3rd St to SR 500/US 27	N	D	41,790	27,900	Y	41,790	30,700	Y	41,790	33,000	Y
SR 40	SW 80th Ave/CR 225A to 60th Ave	N	D	41,790	21,400	Y	41,790	23,900	Y	41,790	26,100	Y
	SW 30th Ave to NW 9th Ave	N	D	39,800	27,800	Y	39,800	30,600	Y	39,800	32,800	Y
	60th Ave to SR 93/I-75	N	D	41,790	29,900	Y	41,790	32,800	Y	41,790	35,100	Y

Roadway(s)	Segment(s)	SIS?	LOS Standard	2022			2032			2040		
				Service Volume at LOS Standard	AADT	Acceptable?	Service Volume at LOS Standard	AADT	Acceptable?	Service Volume at LOS Standard	AADT	Acceptable?
	SR 25 to NE 11th Ave	N	D	32,400	32,600	N	32,400	35,700	N	32,400	38,100	Over Capacity
	Broadway Ave to SR 25/US 27	N	D	39,800	23,500	Y	39,800	27,900	Y	39,800	32,100	Y
	SR 93/I-75 to SW 30th Ave	N	D	39,800	33,100	Y	39,800	36,200	Near Capacity	39,800	38,700	Near Capacity
SR 464	SR 200 to SW 19th Ave/MLK Ave	N	D	41,790	26,800	Y	41,790	29,300	Y	41,790	31,400	Y
	SW 19th Ave/MLK Ave to SR 25/500/Pine St	N	D	41,790	35,700	Y	41,790	39,100	Near Capacity	41,790	41,800	Over Capacity
SR 492	Magnolia Ave to NE 8th Ave	N	D	39,800	19,300	Y	39,800	21,200	Y	39,800	22,600	Y
	SR 25 to Magnolia Ave	N	D	34,020	20,900	Y	34,020	22,900	Y	34,020	24,500	Y
SR 500/US 27	30th Ave/CR 500 to MLK	N	D	39,800	25,700	Y	39,800	28,200	Y	39,800	30,100	Y
	60th Ave to SR 93/I-75	Y	D	41,790	22,200	Y	41,790	26,800	Y	41,790	31,400	Y
	MLK to SR 25/US 441	N	D	41,790	26,800	Y	41,790	29,300	Y	41,790	31,400	Y
	SR 93/I-75 to 30th Ave/CR 500	N	D	41,790	22,900	Y	41,790	26,700	Y	41,790	30,400	Y
	SR 464 to SR 200	N	D	50,000	32,000	Y	50,000	41,200	Y	50,000	50,600	Over Capacity
	NW 70th Ave/CR 225A to 60th Ave	Y	D	39,800	21,800	Y	39,800	27,300	Y	39,800	30,600	Y
SR 93/I-75	SR 500/US 27 to SR 326	Y	D	111,800	80,700	Y	111,800	88,900	Y	111,800	94,900	Y
	SR 40 to SR 500/US 27	Y	D	111,800	79,500	Y	111,800	87,500	Y	111,800	93,400	Y
	SR 200 to SR 40	Y	D	111,800	82,700	Y	111,800	92,500	Y	111,800	101,000	Near Capacity
	CR 484 to SR 200	Y	D	111,800	101,500	Near Capacity	111,800	113,600	Over Capacity	111,800	122,300	Over Capacity

Source: FDOT District Five 2018 LOS_ALL Report Update

File #: ORD-2022-24 Agenda Item #: 7c.

Submitted By: Patricia Z. Hitchcock

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Ordinance 2022-24 to rezone certain property from A-1, General Agriculture, M-1, Light Industrial and R-E, Residential Estate (County), to M-2, Medium Industrial (City), located north of the curve where NW 40th Avenue transitions easterly to NW Third Street, approximately 71.58 acres. (Parcels #22844-002-00 and 22844-002-03) (Case ZON21-44529) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub.

PROOF OF PUBLICATION:
3/4/22 - 6972371

BACKGROUND:
- Petitioner: Kahlid Mirza
- Property Owner: Mirza Group-Ocala LLC
- Agent: Jake Kurth, Scannell Properties LLC
- There is a residence and a horse barn on the property.
- The proposed land use, Employment Center, is consistent with the land use designations assigned by Marion County.
- There is a mix of uses on the adjacent properties. Del Zotto's precast concrete is to the west, there are residential, undeveloped and agricultural uses to the south, and undeveloped M-2 zoning to the north.
- Applicant's stated intention is to develop as an industrial/warehouse use inside the City limits.
- New construction will be subject to site plan approval and building permit issuance by the City of Ocala.
- The ordinance to annex the subject property was approved by City Council on December 21, 2021. After annexation, it is appropriate to adopt a City land use and zoning designation.
- An ordinance to adopt the requested land use of Employment Center is on this same City Council agenda.
- The Planning & Zoning Commission recommended approval of the rezoning on November 8, 2021, by a vote of 6 to 0.

FINDINGS AND CONCLUSIONS:
The requested zoning classification of M-2, Medium Industrial, is consistent with the Future Land Use

designation of Employment Center and the Land Development Regulations. Approval of the requested zoning change is appropriate.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The ordinance is pending legal review by City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
- Approve
- Deny
- Table

ORDINANCE 2022-24

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM M-1, LIGHT INDUSTRIAL, A-1, GENERAL AGRICULTURE, AND R-E, RESIDENTIAL ESTATE (COUNTY), TO M-2, MEDIUM INDUSTRIAL (CITY), FOR CERTAIN PROPERTY LOCATED NORTH OF THE CURVE WHERE NW 40TH AVENUE TRANSITIONS EASTERLY TO NW 3RD STREET (PARCELS #22844-002-00 AND 22844-002-03), OCALA, FLORIDA (CASE NO. ZON21-44529); PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session as follows:

Section 1. The following described lands are hereby rezoned and reclassified according to the zoning regulations of the City of Ocala, Florida, as M-2, Medium Industrial:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE N.89°51'14"W. ALONG THE NORTH BOUNDARY OF SAID NE 1/4 OF SECTION 15, A DISTANCE OF 16.00 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF NW 38TH AVENUE (60 FEET WIDE); THENCE N.00°34'34"W. ALONG SAID RIGHT OF WAY LINE 38.20 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING FROM SAID WEST RIGHT OF WAY LINE N.89°51'33"W. 513.16 FEET; THENCE S.00° 23'30"W. 622.11 FEET; THENCE N.89°23’59"W. 237.78 FEET; THENCE S.01°01'32"W. 686.80 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF NW 38TH AVENUE AS

RECORDED IN OFFICIAL RECORDS BOOK 1117, PAGE 799, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.78°11'41"W. ALONG SAID RIGHT OF WAY LINE 285.51 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE N.11°48'19"W. 10.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 260.00 FEET; THENCE SOUTHWESTERLY ALONG AND WITH THE ARC OF SAID RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 39°44'35", AN ARC DISTANCE OF 180.35 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.58° 19'23"W. 176.75 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE ON A NON-TANGENT LINE S.78°12'24"W. 55.82 FEET TO THE NORTHEAST CORNER OF LOT 6, SAMUEL AGNEW'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 103, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE S.78° 12'24"W. ALONG THE NORTH BOUNDARY OF SAID LOT 6, A DISTANCE OF 443.10 FEET TO AN INTERSECTION WITH THE EAST BOUNDARY OF LOT 5 SAID SAMUEL AGNEW'S SUBDIVISION; THENCE N.00°35'10"E. ALONG SAID EAST BOUNDARY OF LOT 5, A DISTANCE OF 162.02 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE N.89°46'16"W. ALONG THE NORTH BOUNDARY OF SAID LOT 5, A DISTANCE OF 196.07 FEET; THENCE CONTINUE ALONG SAID NORTH BOUNDARY N.89°41'03"W. 751.26 FEET TO AN INTERSECTION WITH THE WEST BOUNDARY OF THE NE 1/4 OF AFORESAID SECTION 15; THENCE N.00°45'51"E. ALONG SAID WEST BOUNDARY 28.10 FEET; THENCE N.89°33'16"W. 185.56 FEET; THENCE N.00°43'10"E. 1400.24 FEET TO AN INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTH 78.50 FEET TO THE SE 1/4 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.89°28'32"E. ALONG SAID NORTH BOUNDARY 186.58 FEET; THENCE S.89°51'33"E. ALONG THE NORTH BOUNDARY OF THE SOUTH 78.50 FEET OF THE SE 1/4 OF AFORESAID SECTION 10, A DISTANCE OF 2614.88 FEET TO AN INTERSECTION WITH THE AFORESAID WEST RIGHT OF WAY LINE; THENCE S.00°34'34"W. ALONG SAID WEST RIGHT OF WAY LINE 40.02 FEET TO THE POINT OF BEGINNING.

(aka: PARCEL NO: 22844-002-00 & 22844-002-03)

Section 2. The zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from M-1, Light Industrial, A-1, General Agriculture, and R-E, Residential Estate (County), to M-2, Medium Industrial (City), as to lands described in Section 1 of this ordinance.

Section 3. Severability Clause. Should any provision or section of this ordinance be held by a Court of Competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall become effective upon the later of:

(a). Approval by the mayor, or upon becoming law without such approval; or

(b). The effective date of Ordinance No. _____ (Ref: Land Use Case LUC21-44528).

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire Bethea Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2022.

By: _____
Reuben Kent Guinn
Mayor

Approved as to form and legality:

By: _____
Robert W. Batsel, Jr.
City Attorney

Ordinance No:	2022-24
Introduced:	3/1/2022
Adopted:	3/15/2022
Legal Ad No:	3/4/22 - 6972371

Petitioner: Khalid Mirza

Property Owner: Mirza Group-Ocala LLC

Agent: Jake Kurth, Scannell Properties, LLC

Project Planner: Nancy H. Smith, AICP

Land Use Change Request from: Commercial and Employment Center (County)
to: Employment Center (City)

Zoning from: A-1, General Agriculture, M-1, Light Industrial and R-E, Residential Estate(County)
to: M-2, Medium Industrial(City)

Parcel Information

Acres:	±71.58 Acres
Parcel(s)#:	22844-002-00; 22844-002-03
Location:	700 NW 38th Avenue & 3999 NW 3rd Street
Existing use:	Single-family residence; horse barn

Adjacent Land

Direction	***Future Land Use***	***Zone***	***Current Use***
North	Employment Center (City)	M-2, Medium Industrial(City)	Undeveloped
East	Commercial(County)	B-5, Heavy Business (County)	Undeveloped
South	Employment Center, Public, and High Residential(County)	R-4, Residential Mixed Use; P-MH, Mobile Home Park; A-1, General Agriculture; M-1, Light Industrial; B-4, Regional Business(County)	Classic Oaks Village MHP; Water retention area; warehouse and office; agriculture; and residential
West	Employment Center (City)	M-2, Medium Industrial(City)	Precast concrete forms and products

Staff Recommendation: ***Approval***

Basis for Approval:
The applicant has requested that the subject property be annexed into the City of Ocala and assigned a City land use designation and zoning district. The stated intention is to develop as an industrial/warehouse use.

The proposed land use designation of Employment Center is consistent with the surrounding area. A majority of the subject property is designated as Employment Center in Marion County's land use plan except for a portion on the eastern side of the property. The requested zoning designation of M-2, Medium Industrial, is eligible to implement the City's land use designation of Employment Center.

Factual Support:

1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
   a. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
   b. Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.
2. Approval of this request will not adversely affect the health, safety, convenience, prosperity or general welfare of the community.

Background:
This property is contiguous to the city limits on the north and west boundaries, and it has direct access to NW 38th Avenue and NW 3rd Street, which are collector streets. Portions of the property are subject to FEMA flood zones. The property is contiguous to M-2, Medium Industrial, zoning districts on the west and north sides. The property is close to SR 40 and to the access ramps onto I-75.

Annexation is requested in order to obtain city services and utilities. Any construction on site is subject to site plan approval and building permit issuance by the City of Ocala if annexation occurs. The ordinance to annex the subject property will be considered by City Council prior scheduling the land use and zoning ordinances.

Level of Service Impact Analysis:

Traffic Circulation
Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. Developments proposing to generate less than 100 peak hour trips are required to submit a traffic impact statement.

Table 1: Traffic Circulation[1]

Road/Street Name	# of Lanes	Functional Class	Adopted LOS	LOS Capacity	2021 AADT	Existing LOS
NW 40th Ave SR 40 to NW 3rd St.	2	Collector	E	11,232	1,600	C
NW 3rd St NW 40th Ave to NW 38th Ave	2	Collector	E	11,232	2,400	C
NW 38th Ave NW 3rd St. to US 27	2	Collector	E	11,232	3,300	C
SR 40 SW 52nd Ave to I-75 Ramp (W)	4	Arterial	D	39,800	32,300	C

Road/Street Name	# of Lanes	Functional Class	Adopted LOS	LOS Capacity	2021 AADT	Existing LOS
SR 40 I-75 Ramp (W) to I-75 Ramp (E)	4	Arterial	D	41,790	34,400	C

LOS=Level of Service, AADT=Annual Average Daily Traffic

Potable Water: The property is located within the City of Ocala service area. Waterlines are available along SR 40 to the south or north along NW 38th Avenue. Do we add anything about facility capacity?

Sanitary Sewer: The property is located within the City of Ocala service area; service is available from SR 40/NW 40th Avenue and is within 1,000 feet. Do we add anything about facility capacity?

Stormwater: For any future development, runoff must be retained on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-storm event.[2]

Solid Waste: Service is available.

Fire Service: Service is available from the City of Ocala. To maintain adequate fire protection services in the City, an impact fee will be required during the development review process.

Schools: The request for M-2, Medium Industrial, zoning is not expected to have an impact on area schools.

Electric: Service is available from Ocala Electric Utility.

Land Use Designation

Existing: Marion County
Commercial (COM). This land use designation is intended to provide for mixed use development focused on retail, office, and community business opportunities to meet the daily needs of the surrounding residential areas; and allows for mixed residential development as a primary use or commercial uses with or without residential uses. The density range shall be up to six (6) dwelling units per one (1) gross acre and a maximum Floor Area Ratio of 1.0, as further defined in the LDC. This land use designation is allowed in the Urban Area and allows for campgrounds and recreational vehicle parks (RVP).

Employment Center (EC). This land use is intended to provide for a central regional area that allows for a mix of business, enterprise, research and development, light to moderate intensity commercial and industrial, and employment activities. It also allows residential uses that stand-alone or support the commercial and industrial area, and/or provide transitions to surrounding uses and less intense land uses. This land use designation will allow for and encourage mixed use buildings. The density range for residential units shall be up to twelve (12) dwelling units per one (1) gross acre and a maximum Floor Area Ratio of 2.0, as further defined by the LDC. This land use designation is allowed in the Urban Area and allows for campgrounds and recreational vehicle parks (RVP).

Proposed: City of Ocala
Employment Center is intended to provide a regionally-important hub for business, enterprise, research and development, and employment activities. Employment Centers are generally single use

districts but may include more than one use if there are appropriate buffers and transitions between complementary uses. Primary uses are industrial, office and commercial. Secondary uses are public, recreation, institutional, and residential. Access is primarily from major collectors, arterials, or limited-access highways. The maximum density and intensity before any incentives is 24 dwelling units per gross acre or 2.00 FAR.[3]

Zoning Classification

Existing: Marion County

A-1, General Agriculture is intended to preserve agriculture as the primary use.

M-1, Light Industrial is intended to provide land for primarily the manufacture of small articles and products which do not involve the use of any materials, processes, or machinery or production of a product likely to be detrimental to nearby or adjacent residential or business property.

R-E, Residential Estate provides for low density urban residential development with large lot home sites and certain agricultural uses which are compatible with residential development.

Proposed: City of Ocala

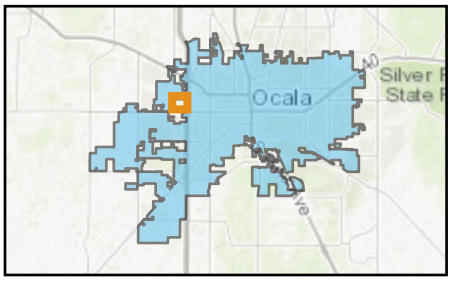
Medium Industrial (M-2) zoning district is intended for wholesale distribution, warehouse storage, research and development, and light manufacturing of finished or semi-finished products. However, the M-2 district does allow outdoor storage and sales. Service establishments serving the industrial uses or district are also permitted. Lots in the M-2 district must have a minimum width of 200 feet and a minimum area of 20,000 square feet. Building heights may not exceed 60 feet.

[1] Ocala/Marion County Transportation Planning Organization, Congestion Management Plan Database, 2021.
2 Ocala Comprehensive Plan, Stormwater Sub-Element Policy 3.1.
3 Ocala Comprehensive Plan, Future Land Use Element, Policy 6.5

ZONING CASE MAP

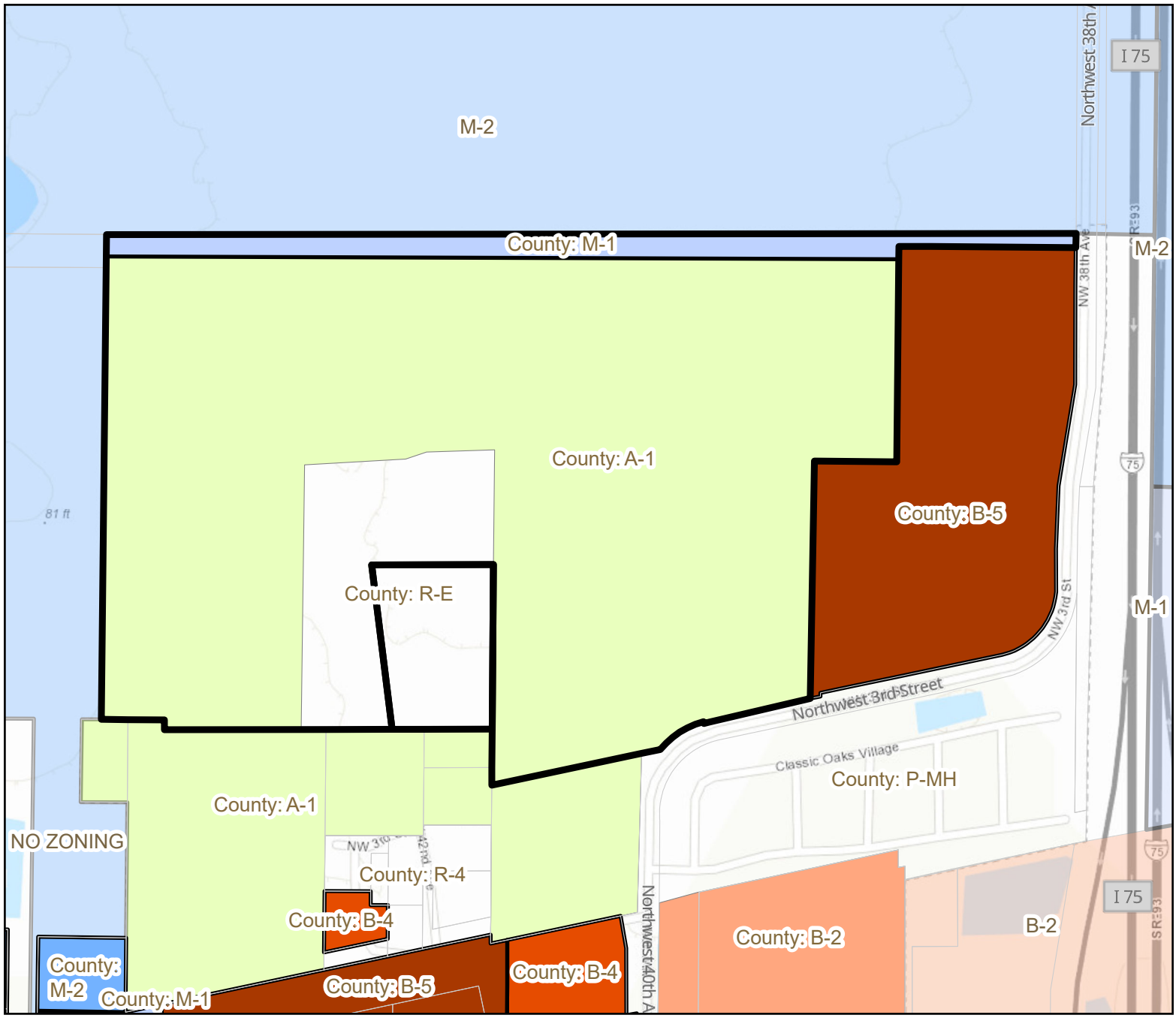
P & Z Meeting: November 8, 2021

Location Map



Case Number: ZON21-44529

Parcel Number: 22844-002-00 & 22844-002-03
Property Size: Approximately 71.58 acres
Land Use Designation: CD, Commerce District, & EC, Employment Center (County)
Zoning: A-1, General Ag, M-1, Light Industrial and R-E, Residential Estate (County)
Proposal: Request to rezone from A-1, General Ag, M-1, Light Industrial and R-E, Residential Estate (County), to M-2, Medium Industrial (City).



Legend

- Property
- Parcels

Zoning Districts

- B-2:Community Business
- M-1:Light Industrial
- M-2:Medium Industrial
- Ordinance Pending

County Zoning District

- A-1:Agricultural
- B-2:Community Business
- B-4:General Business
- B-5:Wholesale Business
- M-1:Light Industrial
- M-2:Medium Industrial

0 295 590 Feet

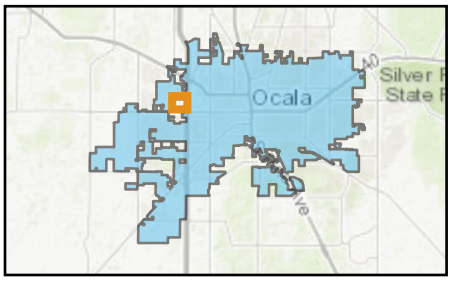
OCALA

Prepared by the City o
Growth Management Depa

AERIAL MAP

P & Z Meeting: November 8, 2021

Location Map



Case Number: ZON21-44529

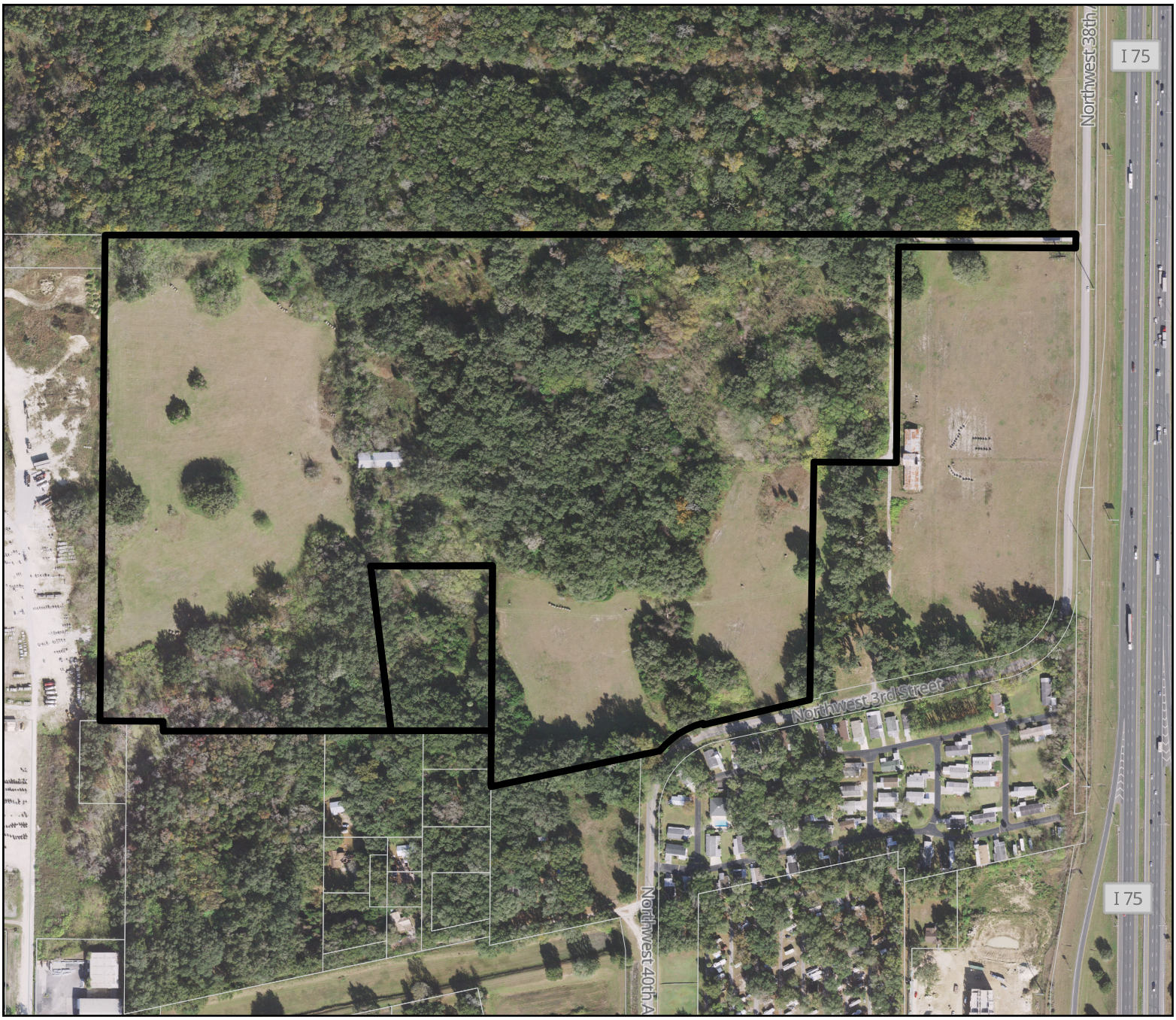
Parcel Number: 22844-002-00 & 22844-002-03

Property Size: Approximately 71.58 acres

Land Use Designation: CD, Commerce District, & EC, Employment Center (County)

Zoning: A-1, General Ag, M-1, Light Industrial and R-E, Residential Estate (County)

Proposal: Request to rezone from A-1, General Ag, M-1, Light Industrial and R-E, Residential Estate (County), to M-2, Medium Industrial (City).



Legend

- Property
- Parcels

0 295 590 Feet

Aerial 2020, Marion County. Acquisition Date: 12/15/2019 - 02/03/2020.
Acquired by Surdex Corporation. Florida Department of Transportation.
Resolution 0.5ft, Band R-G-B. Cloud Cover 0%

Prepared by the City o
Growth Management Depa

d. APPROVED – ZON21-44529 a request to change zoning from M-1, Light Industrial, A-1, General Agricultural, and R-E, Residential Estate (County), to M-2, Medium Industrial (City), for property located at 700 NW 38th Avenue and 3999 NW 3rd Street, approximately 71.58 acres.

Petitioner: Mirza Group-Ocala, LLC

Agent: Jake Kurth, Scannell Properties LLC

Planner: Nancy Smith, AICP

Background:

- This property is contiguous to the city limits on the north and west boundaries, and it has direct access to NW 38th Avenue and NW 3rd Street, which are collector streets. Portions of the property are subject to FEMA flood zones. The property is contiguous to M-2, Medium Industrial, zoning districts on the west and north sides. The property is close to SR 40 and to the access ramps onto I-75.
- Applicant's stated intention is to develop as an industrial/warehouse use inside the City limits.
- New construction will be subject to site plan approval and building permit issuance by the City of Ocala if annexation occurs.
- The ordinance to annex the subject property will be considered by City Council prior scheduling the land use and zoning ordinances.

Basis for Approval:

The applicant has requested that the subject property be annexed into the City of Ocala and assigned a City land use designation and zoning district.

The requested land use designation is Employment Center.

The requested zoning designation of M-2, Medium Industrial, is eligible to implement the City's land use designation of Employment Center.

Factual Support:

1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
    a. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities, and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
    b. Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation, and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.
2. Approval of this request will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

Level of Service Impact Analysis:

Traffic Circulation

Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. Developments proposing to generate less than 100 peak hour trips are required to submit a traffic impact statement.

Table 1: Traffic Circulation

Road/Street Name	# of Lanes	Functional Class	Adopted LOS	LOS Capacity	2021 AADT	Existing LOS
NW 40th Ave SR 40 to NW 3rd St.	2	Collector	E	11,232	1,600	C
NW 3rd St NW 40th Ave to NW 38th Ave	2	Collector	E	11,232	2,400	C
NW 38th Ave NW 3rd St. to US 27	2	Collector	E	11,232	3,300	C
SR 40 SW 52nd Ave to I-75 Ramp (W)	4	Arterial	D	39,800	32,300	C
SR 40 I-75 Ramp (W) to I-75 Ramp (E)	4	Arterial	D	41,790	34,400	C

LOS=Level of Service, AADT=Annual Average Daily Traffic

Potable Water: The property is located within the City of Ocala service area. Waterlines are available along SR 40 to the south or north along NW 38th Avenue.

Sanitary Sewer: The property is located within the City of Ocala service area; service is available from SR 40/NW 40th Avenue and is within 1,000 feet.

Stormwater: For any future development, runoff must be retained on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-storm event.

Solid Waste: Service is available.

Fire Service: Service is available from the City of Ocala. To maintain adequate fire protection services in the City, an impact fee will be required during the development review process.

Schools: The request for M-2, Medium Industrial, zoning is not expected to have an impact on area schools.

Electric: Service is available from Ocala Electric Utility.

Land Use Designation

Existing: Marion County

Commercial (COM). This land use designation is intended to provide for mixed use development focused on retail, office, and community business opportunities to meet the daily needs of the surrounding residential areas; and allows for mixed residential development as a primary use or commercial uses with or without residential uses. The density range shall be up to six (6) dwelling units per one (1) gross acre and a maximum Floor Area Ratio of 1.0, as further defined in the LDC. This land use designation is allowed in the Urban Area and allows for campgrounds and recreational vehicle parks (RVP).

Employment Center (EC). This land use is intended to provide for a central regional area that allows for a mix of business, enterprise, research and development, light to moderate intensity commercial and industrial, and employment activities. It also allows residential uses that stand-alone or support the commercial and industrial area, and/or provide transitions to surrounding uses and less intense land uses. This land use designation will allow for and encourage mixed use buildings. The density range for residential units shall be up to twelve (12) dwelling units per one (1) gross acre and a maximum Floor Area Ratio of 2.0, as further defined by the LDC. This land

use designation is allowed in the Urban Area and allows for campgrounds and recreational vehicle parks (RVP).

Proposed: City of Ocala

Employment Center is intended to provide a regionally important hub for business, enterprise, research and development, and employment activities. Employment Centers are generally single use districts but may include more than one use if there are appropriate buffers and transitions between complementary uses. Primary uses are industrial, office and commercial. Secondary uses are public, recreation, institutional, and residential. Access is primarily from major collectors, arterials, or limited-access highways. The maximum density and intensity before any incentives is 24 dwelling units per gross acre or 2.00 FAR.

Zoning Classification

Existing: Marion County

A-1, General Agriculture is intended to preserve agriculture as the primary use.

M-1, Light Industrial is intended to provide land for primarily the manufacture of small articles and products which do not involve the use of any materials, processes, or machinery or production of a product likely to be detrimental to nearby or adjacent residential or business property.

R-E, Residential Estate provides for low density urban residential development with large lot home sites and certain agricultural uses which are compatible with residential development.

Proposed: City of Ocala

Medium Industrial (M-2) zoning district is intended for wholesale distribution, warehouse storage, research and development, and light manufacturing of finished or semi-finished products. However, the M-2 district does allow outdoor storage and sales. Service establishments serving the industrial uses or district are also permitted. Lots in the M-2 district must have a minimum width of 200 feet and a minimum area of 20,000 square feet. Building heights may not exceed 60 feet.

Discussion:

No Board discussion and no Public comment.

RESULT:	**APPROVED ZON21-44529**
MOVER:	Todd Rudnianyn
SECONDER:	Kris Clere
AYES:	Rudnianyn, Clere, Kesselring, Adams, Gilchrist
NAY:	Lopez

File #: ORD-2022-26 Agenda Item #: 7d.

Submitted By: Divya Govindaraju

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Ordinance 2022-26 for a zoning change from INST, Institutional, to RO, Residential Office, for approximately 0.34 acres of property located at 819 NE 10th Street (Case ZON22-44635) (Quasi-Judicial).

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub

PROOF OF PUBLICATION:
3/4/22 - 6972371

BACKGROUND:

- Applicant: MBDT Holdings, LLC
- Property Owner: MBDT Holdings, LLC
- This property is located at the northwestern corner of the intersection of NE 10th Street and NE Ninth Avenue, with adjacent parcels zoned RO, Residential Office and INST, Institutional.
- The parcel was sold as surplus property by Temple Beth Shalom of Ocala, Inc., to the current owner in September 2021.
- The current owner wishes to construct a single family or duplex residence on the property, but those uses are not allowed in the INST zone. As the property is less than 30,000 square feet in area, it may only be zoned to the adjacent RO zoning district which will allow a single family or duplex residence.
- Once rezoned to RO, any permissible use could be proposed for development. Uses allowed in the RO zoning district generally generate a comparable number of trips when compared to the uses allowed in the INST zone.
- All development in the RO district is subject to an architectural review that ensures the structure matches the character of the surrounding residential districts.
- The above-stated factors make the site a viable location for residential office, single family, or duplex development allowable in the RO zoning district.
- The future land use classification on this property is Neighborhood, which allows up to 5 units per acre

for single family residences, up to 12 units per acre for multifamily development, or up to 0.25 floor area ratio (FAR) for commercial development.

- The Ocala Planning & Zoning Commission recommended approval by a 7 to 0 vote during their February 14, 2022 meeting.

FINDINGS AND CONCLUSIONS:
The RO zoning district is consistent with the Neighborhood future land use classification and with the surrounding area. Staff recommend approval of the requested zoning designation.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This Ordinance is pending review by the City Attorney, Robert W Batsel Jr.

ALTERNATIVE:

- Approve with changes
- Deny
- Table

SUPPORT MATERIALS:

- Case Map
- Case Aerial

ORDINANCE 2022-26

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM INST, INSTITUTIONAL, TO RO, RESIDENTIAL OFFICE, FOR CERTAIN PROPERTY LOCATED AT 819 NE 10TH STREET, OCALA, FLORIDA (CASE NO. ZON22-44635); PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session as follows:

Section 1. The following described lands are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as RO, Residential Office:

LOTS 7, 8, 9 AND 10, BLOCK B, POINSETTA HEIGHTS, ACCORDING TO THE MAP OR PLAT

THEREOF, RECORDED IN PLAT BOOK B, PAGE(S) 225, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

(aka: Parcel 2617-002-007)

Section 2. The zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from INST, Institutional, to RO, Residential Office, as to lands described in Section 1 of this ordinance.

Section 3. Severability Clause. Should any provision or section of this ordinance be held by a Court of Competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall take effect upon approval by the Mayor, or upon being law without such approval.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire Bethea Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2022.

By: _____
Reuben Kent Guinn
Mayor

Approved as to form and legality:

By: _____
Robert W. Batsel, Jr.
City Attorney

Ordinance No:	2022-26
Introduced:	3/1/2022
Adopted:	3/15/2022
Legal Ad No:	3/4/22 - 6972371

Petitioner: MBDT Holdings, LLC

Property Owner: MBDT Holdings, LLC

Project Planner: Divya Govindaraju

Zoning Change Request: from: INST, Institutional
to: RO, Residential Office

Parcel Information

Acres: ~0.34
Parcel(s)#: 2617-002-007
Location: 819 NE 10th Street
Existing use: Undeveloped
Future Land Use: Neighborhood

Adjacent Land

Direction	Future Land Use	Zone	Current Use
North	Neighborhood	INST	Undeveloped
East	Neighborhood	R-1A	Single-family dwelling
South	Neighborhood	R-1A	Single-family dwelling / Church
West	High Intensity/ Central Core	RO	Office

Background

- This property is located at the northwestern corner of the intersection of NE 10th Street and NE 9th Avenue, with adjacent parcels zoned RO, Residential Office and INST, Institutional.
- Uses allowed in the RO, Residential Office, zoning district generally generate a comparable number of trips when compared to the uses allowed in the INST, Institutional, zone.
- All development in the RO, Residential Office district is subject to an architectural review that ensures the structure matches the character of the surrounding residential districts.
- The above-stated factors make the site a viable location for residential office, single family, or duplex development allowable in the RO zoning district.
- The future land use classification on this property is Neighborhood, which allows up to 5 units per acre for single family residences, up to 12 units per acre for multifamily development, or up to 0.25 floor area ratio (FAR) for commercial development.

Staff Recommendation: Approval of ZON22-44635

Basis for Approval

The RO zoning district is consistent with the Neighborhood future land use classification and with the surrounding area.

Factual Support

1. The proposed RO zoning is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

    a. **Policy 6.4: Neighborhood**: The intent of the Neighborhood category is to identify and reserve predominantly residential and ancillary uses. Existing street pattern, tree canopy cover, character, and residential occupancy shall be considered when designating areas with the Neighborhood category. The form of buildings and development may be regulated by a Corridor Overlay. Residential is the primary use. Single family uses are allowed based on the Land Development Code, up to the maximum density permitted by the Comprehensive Plan. Multifamily uses shall be reviewed through the development process to determine compatibility, with specific approval criteria being further defined in the Land Development Code.

    Concentrated areas of neighborhood-serving non-residential (e.g., commercial, office, institutional, educational facilities, recreational or cultural) facilities, at intensities compatible with surrounding neighborhoods, may be permitted. These uses are intended for locations on thoroughfares and collectors within the edges of the neighborhood districts. The type, size, location and justification for such non-residential facilities shall be based upon the existing and planned availability of supporting street networks, transit and other public facilities to promote convenience, reduced travel distance, conservation of energy, building and site design, as well as market demand for use as support to the surrounding neighborhood area and impact on the neighborhood residents

2. Approval of this request will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

Level of Service Impact Analysis

Transportation: Development that creates 100 or more new PM peak hour trips will trigger the requirement that a traffic study be conducted.

Electric: The property is in the Ocala Electric Utility service territory.

Potable Water: Service is available within 1/4 mile of the parcel and connections will be determined during the site plan or subdivision review and approval process.

Sanitary Sewer: Service is available within 1/8 mile of the parcel and connections will be determined during the site plan or subdivision review and approval process.

Stormwater: For any future development, runoff must be retained on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-hour storm event.[1]

Solid Waste: Service is available.

Fire Service: Service is available.

Schools: This request is not expected to have an impact on area schools.

Zoning

Existing

INST, Institutional: The purpose of this district is to ensure that institutional uses such as churches, schools, and hospitals meet the following criteria: minimum of one acre; designed and located to make efficient use of the land and infrastructure (roads, water, sewer stormwater and recreation); and minimal impact on adjacent and nearby uses.[2]

Requested

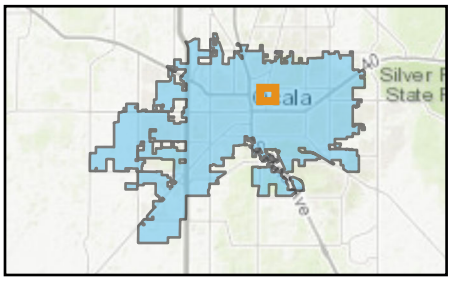
RO, Residential Office: The residential-office (RO) district is intended primarily for professional and business office uses that are not incompatible with adjacent residential zones. This district shall allow one- and two-family dwellings and professional and business offices. Development shall be subject to the limitations of section 122-375; however, overnight parking of business vehicles shall be restricted to automobiles and trucks of three-fourths ton or less.[3]

[1] City of Ocala Comprehensive Plan, Stormwater Sub-Element, Policy 3.1.
[2] City of Ocala Land Development Code, Section 122-501, Intent and purpose.
[3] City of Ocala Land Development Code, Section 122-371, Intent and purpose.

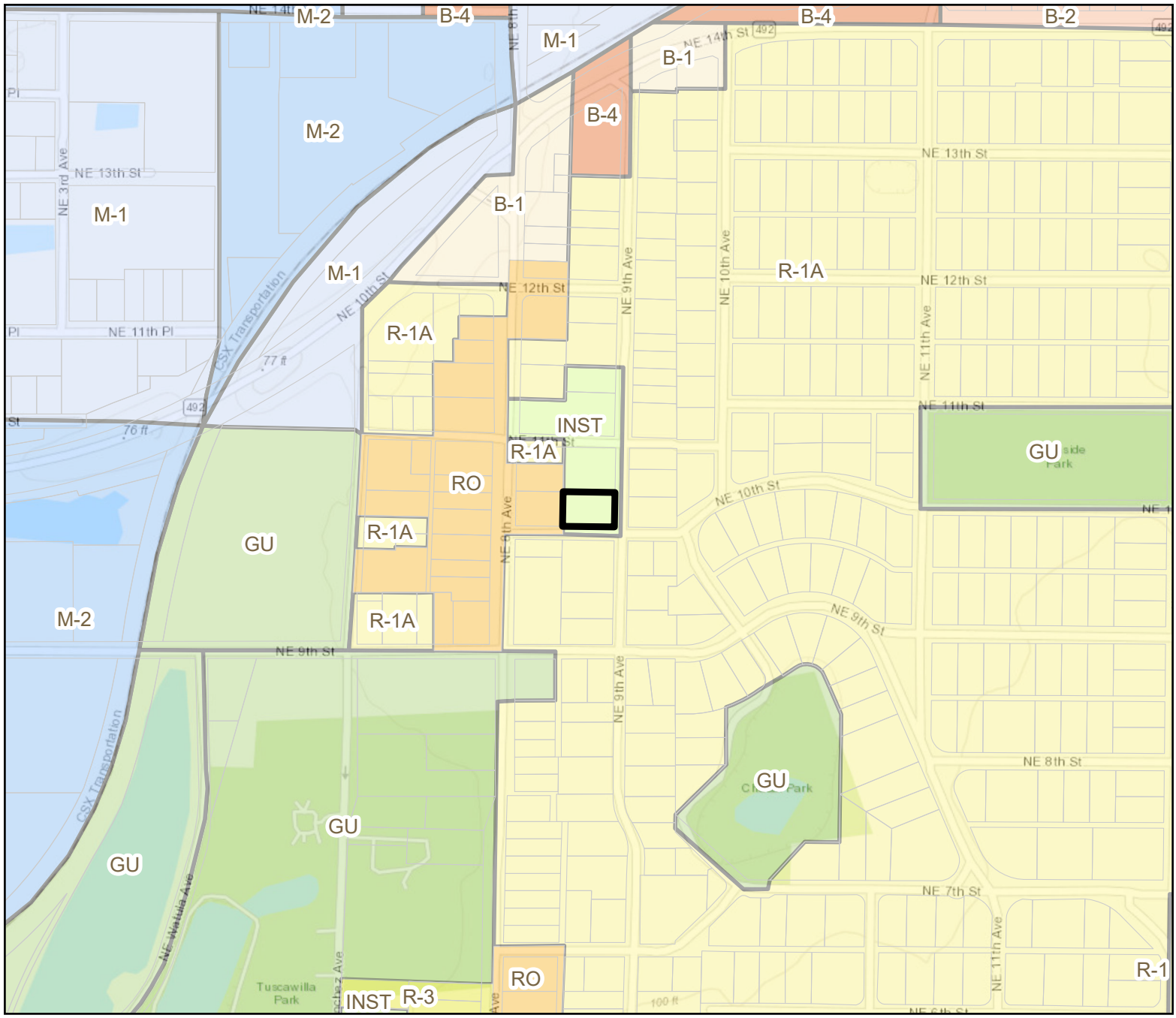
ZONING CASE MAP

P & Z Meeting: February 14, 2022

Location Map



Case Number: ZON22-44635
Parcel Number: 2617-002-007
Property Size: Approximately 0.34 acres
Land Use Designation: NHOOD, Neighborhood
Zoning: INST, Institutional
Proposal: Request to change zoning from INST, Institutional, to RO, Residential Office, for property located at 819 NE 10th Street



Legend

- Property
- Parcels

Zoning Districts

- B-1:Neighborhood Business
- B-2:Community Business
- B-4:General Business
- GU:Governmental Use
- INST:Institutional
- M-1:Light Industrial
- M-2:Medium Industrial
- R-1:Single Family Residential
- R-1A:Single Family Residential
- R-3:Multi-Family Residential
- RO:Residential Office

0 295 590 Feet

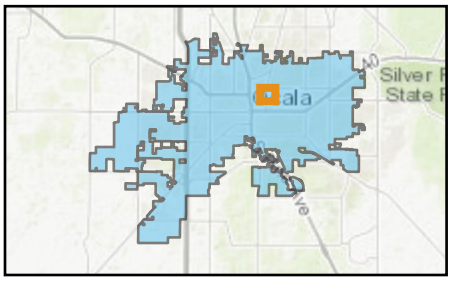
OCALA

Prepared by the City o
Growth Management Depa

AERIAL MAP

P & Z Meeting: February 14, 2022

Location Map



Case Number: ZON22-44635
Parcel Number: 2617-002-007
Property Size: Approximately 0.34 acres
Land Use Designation: MI-SD, Medium Intensity/Special District (City)
Zoning: No Zoning
Proposal: Request to change zoning to R-3, Multi-family Residential, for property located on the east side of SW 43rd Court in the 3600 block (across from Saddlewood Elementary).



Legend

Property

Parcels

0 295 590 Feet

OCALA

Aerial 2020, Marion County. Acquisition Date: 12/15/2019 - 02/03/2020.
Acquired by Surdex Corporation. Florida Department of Transportation.
Resolution 0.5ft, Band R-G-B. Cloud Cover 0%

Prepared by the City o
Growth Management Depa

1. Zoning

a. ZON22-44635

Petitioner: MBDT Holdings, LLC
Planner: Divya Govindaraju (352-629-8305)
dgovindaraju@Ocalafl.org

A request to change zoning from INST, Institutional, to RO, Residential Office, for property located at 819 NE 10th Street, approximately 0.34 acres.

Discussion:
Dustin Tuck, Petitioner, 2009 SE 16th Lane, stated the lot has been vacant since 1997. The goal is to create affordable housing opportunities for the community. He noted they are interested in building single-family or multi-family units.

Commissioner Kesselring asked if the development will be residential only. Mr. Tuck responded yes, they plan on building affordable housing opportunities. Currently, the property is surrounded by residential uses.

Commissioner Lopez asked if the rezoning makes the property institutional (less than one acre). Planner I Divya Govindaraju responded no.

Commissioner Kesselring expressed concern changing the zoning classification. He asked if a residential zoning classification can be applied. Ms. Govindaraju responded no, the property is less than one acre, which legally requires the property to match the zoning of the adjacent property.

Commissioner Kesselring commented the matter is considered a legal problem. Ms. Hitchcock responded the Zoning Code is very specific; the residential zoning is located across the street and the mentioned property must match the zoning of the adjacent property. The City cannot rezone a property less than 30,000 square feet. The institutional zoning was used on both sides of the street to deem the use conforming. The applicant can utilize the R-O District to build residential housing opportunities.

RESULT:	**APPROVED ZON22-44635**
MOVER:	Kevin Lopez
SECONDER:	Todd Rudnianyn
AYES:	Boone, Clere, Kesselring, Lopez, Rudnianyn, Adams, Gilchrist

File #: ORD-2022-27 Agenda Item #: 7e.

Submitted By: Divya Govindaraju

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Ordinance 2022-27 for a zoning change from B-1, Neighborhood Business, to M-2, Medium Industrial, for approximately 6.47 acres of property located between SW 44th Avenue and SW 46th Avenue in the 400 block (420 SW 44th Avenue) (Case ZON22-44636) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub

PROOF OF PUBLICATION:
3/4/22 - 6972371

BACKGROUND:

- Applicant: Whitley Capital, LLC
- Property Owner: Gregory J. Ritter
- Agent: Fred N. Roberts, Jr., Esq.
- The property is being purchased by Whitley Capital LLC, which plans to develop the parcel along with an adjacent parcel to the south as a warehouse/distribution center.
- This parcel has access on SW 46th Ave and SW 44th Ave.
- SW 46th Avenue is currently a two-lane road, but the City plans to expand the road to four lanes between State Road 40 and State Road 200. The City also plans to extend this road north of State Road 40 to connect to NW 44th Avenue south of US 27, which will facilitate a connection all the way north to County Road 326. To the south of the subject property, this road crosses State Road 200 and becomes County Road 475, which then continues all the way east to Maricamp Road. After the planned improvements are made, SW 46th Avenue will become a segment of a major circulator in the City of Ocala.
- The requested zoning change is consistent and compatible with the industrial uses of other parcels along SW 46th Avenue.
- The future land use classification on this property is Employment Center.
- The Ocala Planning & Zoning Commission recommended approval by a 7 to 0 vote during their

February 14, 2022 meeting.

FINDINGS AND CONCLUSIONS:
The M-2 zoning district is compatible with the Employment Center future land use classification and with the surrounding area. Staff recommend approval of the requested zoning designation.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This ordinance is pending review by the City Attorney, Robert W Batsel Jr.

ALTERNATIVE:
- Approve with changes
- Deny
- Table

SUPPORT MATERIALS:
- Case Map
- Case Aerial

ORDINANCE 2022-27

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM B-1, NEIGHBORHOOD BUSINESS, TO M-2, MEDIUM INDUSTRIAL, FOR CERTAIN PROPERTY LOCATED BETWEEN SW 44TH AVENUE AND SW 46TH AVENUE IN THE 400 BLOCK (420 SW 44TH AVENUE), OCALA, FLORIDA (CASE NO. ZON22-44636), PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session as follows:

Section 1. The following described lands are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as M-2, Medium Industrial:

THE SOUTH 3 1/2 CHAINS (231.0 FEET) OF THE NE 1/4 OF THE SW 1/4 OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; LESS THAT PORTION TAKEN BY THE CITY OF OCALA KNOWN AS PARCEL 6 AND GUY ANCHOR EASEMENT AS BOTH ARE MORE FULLY DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2770, PAGE 551, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND LESS ROAD RIGHT OF WAYS ON EAST AND WEST BOUNDARIES.

(aka: Parcel 22864-000-00)

Section 2. The zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from B-1, Neighborhood Business, to M-2, Medium Industrial, as to lands described in Section 1 of this ordinance.

Section 3. Severability Clause. Should any provision or section of this ordinance be held by a Court of Competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall take effect upon approval by the Mayor, or upon being law without such approval.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire Bethea Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2022.

By: _____
Reuben Kent Guinn
Mayor

Approved as to form and legality:

By: _____
Robert W. Batsel, Jr.
City Attorney

Ordinance No:	2022-27
Introduced:	3/1/2022
Adopted:	3/15/2022
Legal Ad No:	3/4/22 - 6972371

Petitioner: Whitley Capital, LLC

Property Owner: Gregory J. Ritter

Project Planner: Divya Govindaraju

Zoning Change Request: from: B-1, Neighborhood Business
to: M-2, Medium Industrial

Parcel Information

Acres: ~6.47 Acres
Parcel(s)#: 22864-000-00
Location: Between SW 44th Avenue and SW 46th Avenue in the 400 block (420 SW 44th Avenue)
Existing use: Vacant
Future Land Use: Employment Center

Adjacent Land

Direction	Future Land Use	Zone	Current Use
North	Employment Center	B-5(County)	Undeveloped
		B-5(County)	Warehouse/Distribution/Offices
East	Commercial (County)	A-1(County)	Residence
	Employment Center (County)	A-1(County)	Residence
South	Commerce District (County)	A-1(County)	Undeveloped
West	Employment Center	M-1	Vacant

Background

The property is being purchased by Whitley Capital LLC, who plan to develop the parcel along with an adjacent parcel to the south.

This parcel has access on SW 46th Ave and SW 44th Ave. SW 46th Avenue is currently a two-lane road, but the City plans to expand the road to four lanes between State Road 40 and State Road 200. The City also plans to extend this road north of State Road 40 to connect to NW 44th Avenue south of US 27, which will facilitate a connection all the way north to County Road 326. To the south of the subject property, this road crosses State Road 200 and becomes County Road 475, which then continues all the way east to Maricamp Road. After the planned improvements are made, SW 46th Avenue will become a segment of a major circulator in the City of Ocala.

The requested zoning change would be contiguous with the industrial uses of other parcels along SW 46th Avenue. The property is being purchased by Whitley Capital LLC, who plan to develop the parcel as a warehouse/distribution center. The future land use classification on this property is Employment Center.

Staff Recommendation: Approval of ZON22-44636

Basis for Approval
The M-2 zoning district is compatible with the Employment Center future land use classification and with the surrounding area.

Factual Support
1. The proposed M-2 zoning is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

    a. **Policy 6.3: Employment Center:** The intent of the Employment Center land use is to provide a regionally important hub for business, enterprise, research and development, and employment activities. Employment Centers are generally single use districts but may include more than one (1) use if there are appropriate buffers and transitions between complementary uses. Permitted uses shall include a primary use and may include a secondary use. Primary uses are industrial, office and commercial. Secondary uses are public, recreation, institutional, and residential, as well as educational facilities. There are no form requirements in this land use category.[1]
    b. Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.

2. The requested zoning designation of M-2, Medium Industrial, is eligible to implement the land use designation of Employment Center.[2]
3. Approval of this request will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

Level of Service Impact Analysis

Transportation: Development that creates 100 or more new PM peak hour trips will trigger the requirement that a traffic study be conducted.

Electric: The property is in the Ocala Electric Utility service territory.

Potable Water: Service is available within 1/4 mile of the parcel and connections will be determined during the site plan or subdivision review and approval process.

Sanitary Sewer: Service is available within 1/8 mile of the parcel and connections will be determined during the site plan or subdivision review and approval process.

Stormwater: For any future development, runoff must be retained on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-hour storm event.[3]

Solid Waste: Service is available.

Fire Service: Service is available.

Schools: This request is not expected to have an impact on area schools.

Zoning

Existing

B-1, Neighborhood Business: The neighborhood business (B-1) district is intended for neighborhood convenience goods and services involving basic, regular household purchases. In order to keep building scale and intensity compatible with surrounding residential development, there is a maximum allowable square footage, and an architectural review is necessary for more intense uses. Multifamily development in the B-1 district shall be no greater than 12 dwelling units per acre.[4]

Requested

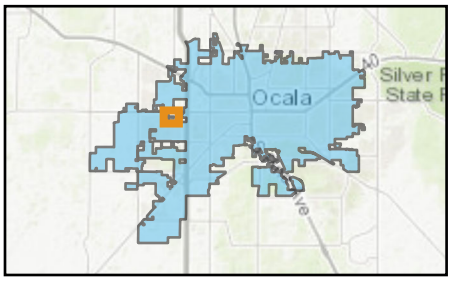
M-2, Medium Industrial: The medium industrial (M-2) district is intended primarily for the wholesale distribution, warehouse storage, outdoor storage and sales, research and development and light manufacturing of finished or semi-finished products in multiple-use facilities or structures. Outdoor manufacturing activities associated with permitted uses may be allowed in the M-2 district as a special exception. Service establishments serving the industrial uses or district shall be permitted. Specific uses shall be controlled by the standards for industrial performance in article VIII of this chapter.[5]

[1] City of Ocala Comprehensive Plan, Future Land Use, Policy 6.3
2 Ocala Code of Ordinances Section 122-244; District Criteria
[3] City of Ocala Comprehensive Plan, Stormwater Sub-Element, Policy 3.1.
[4] City of Ocala Land Development Code, Section 122-581, Intent and purpose.
[5] City of Ocala Land Development Code, Section 122-781, Intent and purpose.

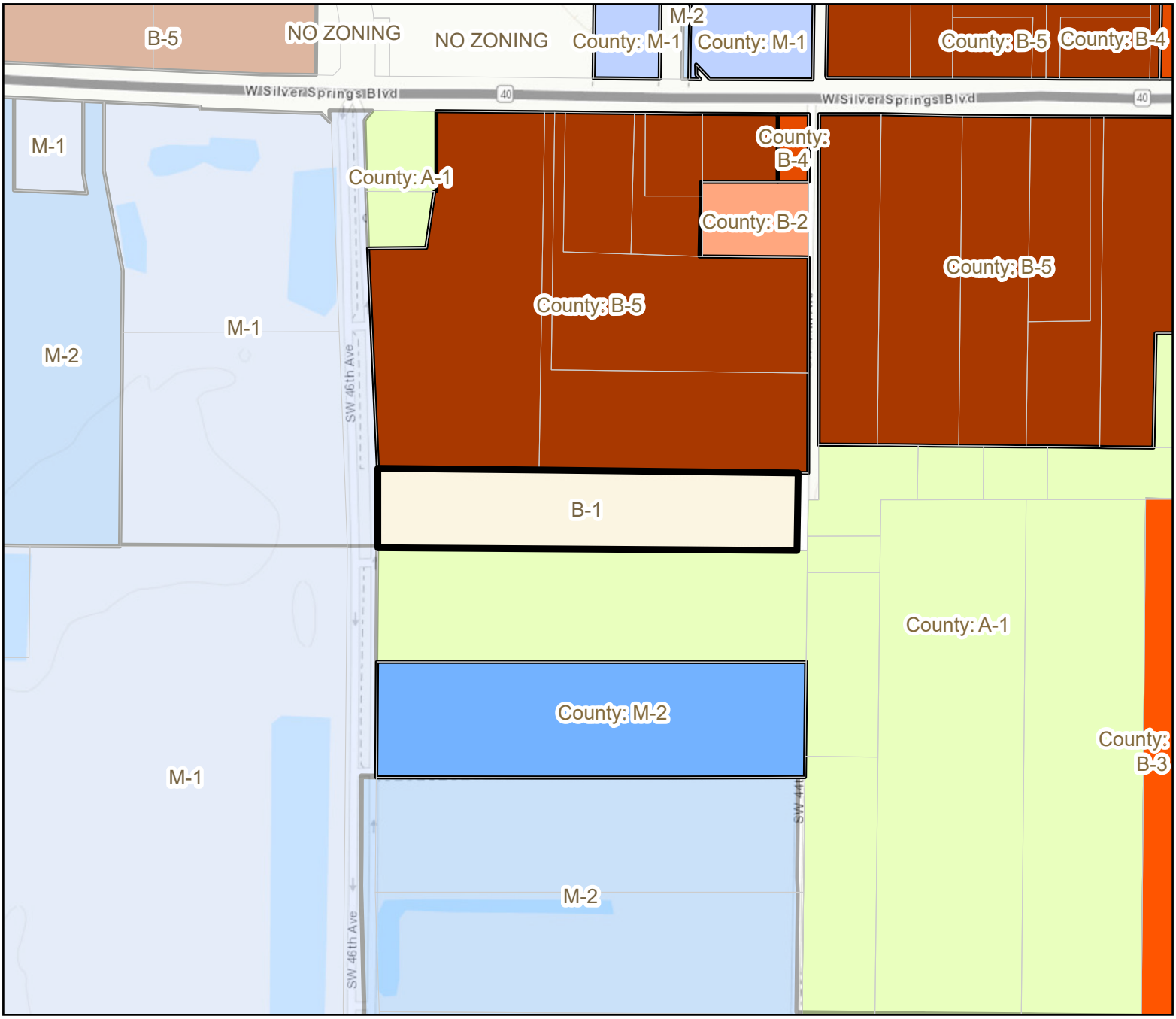
ZONING CASE MAP

P & Z Meeting: February 14, 2022

Location Map



Case Number: ZON22-44636
Parcel Number: 22864-000-00
Property Size: Approximately 6.47 acres
Land Use Designation: EC, Employment Center (City)
Zoning: B-1, Neighborhood Business
Proposal: Request to rezone from B-1, Neighborhood Business, to M-2, Medium Industrial,
for property located between SW 44th AVE and SW 46th AVE in the 400 block (420 SW 44th Avenue)



Legend

- Property
- Parcels

Zoning Districts

- B-1:Neighborhood Business
- B-5:Wholesale Business
- M-1:Light Industrial
- M-2:Medium Industrial
- Ordinance Pending

County Zoning District

- A-1:Agricultural
- B-2:Community Business
- B-3:Central Business
- B-4:General Business
- B-5:Wholesale Business
- M-1:Light Industrial
- M-2:Medium Industrial

0 295 590 Feet

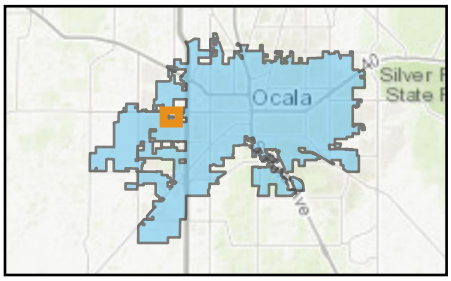
OCALA

Prepared by the City o
Growth Management Depa

AERIAL MAP

P & Z Meeting: February 14, 2022

Location Map



Case Number: ZON22-44636
Parcel Number: 22864-000-00
Property Size: Approximately 6.47 acres
Land Use Designation: EC, Employment Center (City)
Zoning: B-1, Neighborhood Business
Proposal: Request to rezone from B-1, Neighborhood Business, to M-2, Medium Industrial,
for property located between SW 44th AVE and SW 46th AVE in the 400 block (420 SW 44th Avenue)



Legend
- Property
- Parcels

0 295 590 Feet

OCALA

Aerial 2020, Marion County. Acquisition Date: 12/15/2019 - 02/03/2020.
Acquired by Surdex Corporation. Florida Department of Transportation.
Resolution 0.5ft, Band R-G-B. Cloud Cover 0%

Prepared by the City o
Growth Management Depa

c. ZON22-44636

Petitioner: Whitley Capital LLC
Agent: Fred N. Roberts, Jr
Planner: Divya Govindaraju (352-629-8305)
dgovindaraju@Ocalafl.org

A request to rezone from B-1, Neighborhood Business, to M-2, Medium Industrial, for property located between SW 44th Avenue and SW 46th Avenue in the 400 block (420 SW 44th Avenue), approximately 6.47 acres.

Discussion:
Fred Roberts, 40 SE 11th Avenue, stated he is representing the applicant. He explained how the two applications are related. The developer executed the appropriate plans for the project. To note, the property is part of the 44th Avenue segment undergoing industrial development.

No Board discussion.

RESULT:	**APPROVED ZON22-44636**
MOVER:	Richard Kesselring
SECONDER:	Kevin Lopez
AYES:	Boone, Clere, Kesselring, Lopez, Rudnianyn, Adams, Gilchrist

File #: ORD-2022-28 Agenda Item #: 7f.

Submitted By: Divya Govindaraju

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Ordinance 2022-28 to annex approximately 9.23 acres located between SW 44th Avenue and SW 46th Avenue in the 400 block (430 SW 44th Avenue) (Case ANX22-44640).

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub

PROOF OF PUBLICATION:
3/4/22 - 6972371

BACKGROUND:

- Petitioner: Whitley Capital LLC
- Property Owner: Harney Fred B Appreciation Trust
- Agent: Fred N. Roberts, Jr., Esq.
- This property is contiguous to the city limits.
- Annexation was requested to obtain city services.
- Annexation will reduce the size of an existing enclave.
- A warehouse/distribution center is proposed. A site plan has not been submitted.
- EC, Employment Center land use and M-2, Medium Industrial zoning are requested. Those requests will be considered on the same agenda as the annexation.
- The Ocala Planning & Zoning Commission recommended approval by a 7 to 0 vote during their February 14, 2022 meeting.

FINDINGS AND CONCLUSIONS:
The proposed annexation is contiguous to the city limits and is eligible for annexation.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This ordinance is pending review by the City Attorney, Robert W. Batsel Jr.

ALTERNATIVE:

- Approve
- Deny
- Table

SUPPORT MATERIALS:

- Case Map
- Case Aerial

ORDINANCE 2022-28

AN ORDINANCE ANNEXING TO THE CITY OF OCALA, FLORIDA, CERTAIN PROPERTY LOCATED BETWEEN SW 44TH AVE AND SW 46TH AVE IN THE 400 BLOCK (430 SW 44TH AVE), SECTION 15, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, PURSUANT TO CHAPTER 171, FLORIDA STATUTES PROVIDING FOR TERMS AND CONDITIONS OF SAID ANNEXATION, DESCRIBING THE AREA TO BE ANNEXED; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

W I T N E S S E T H:

WHEREAS, owners of real property to an unincorporated area of Marion County which is contiguous to the City of Ocala, Florida, have petitioned the City Council of the City of Ocala that said property be annexed to the City of Ocala, Florida, in accordance with Section 171.044, Florida Statutes; and

WHEREAS, it has been determined by the City Council of the City of Ocala, Florida, that the petition bears the signature of all owners of property in the area proposed to be annexed.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session as follows:

Section 1. City Council of the City of Ocala, Florida in accordance with the powers given and granted to said City of Ocala in and by Chapter 171, Florida Statutes, does hereby redefine the boundary lines of the City of Ocala, so as to include therein the property contiguous thereto and described as follows:

COMMENCE AT THE SOUTHEAST CORNER OF THE SW 1/4 OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE RUN NORTH 89°32'55" WEST, ALONG THE SOUTH BOUNDARY OF SAID SECTION 15, FOR A DISTANCE OF 1320.81 FEET; THENCE RUN NORTH 00°28'36" EAST, ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE SW 1/4 OF SAID SECTION 15, FOR A DISTANCE OF 995.51 FEET TO THE POINT OF BEGINNING; THENCE

CONTINUING NORTHERLY ALONG SAID LINE, FOR A DISTANCE OF 331.84 FEET; THENCE RUN SOUTH 89°39'56" EAST, ALONG THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SW 1/4 OF SAID SECTION 15, FOR A DISTANCE OF 100.00 FEET; THENCE SOUTH 00°28'36" WEST, FOR A DISTANCE OF 331.89 FEET; THENCE RUN NORTH 89°38'11" WEST ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SE 1/4 OF THE SW 1/4 OF THE SAID SECTION FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

(aka: 22863-000-00)

Section 2. Severability Clause. Should any provision or section of this ordinance be held by a Court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon approval by the Mayor, or upon becoming law without such approval

ATTEST: **CITY OF OCALA**

By:
Angel B. Jacobs
City Clerk

By:
Ire Bethea Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2022.

By: _____
Reuben Kent Guinn
Mayor

Approved as to form and legality:

By: _____
Robert W. Batsel, Jr.
City Attorney

Ordinance No: 2022-28
Introduced: 3/1/2022
Adopted: 3/15/2022
Legal Ad No: 3/4/22 - 6972371

Applicants: Whitley Capital LLC

Property Owner: Harney Fred B Appreciation Trust

Project Planner: Divya Govindaraju

Request for Annexation

Site's Present Future Land Use & Zoning

Jurisdiction	Future Land Use	Zoning
Marion County	Commerce District (County)	A-1 General Agriculture (County)

Parcel Information

Acres:	~9.23 Acres
Parcel(s)#:	22863-000-00
Location:	Between SW 44th Avenue and SW 46th Avenue in the 400 block (430 SW 44th Avenue)
Existing use:	Vacant

Adjacent Land

Direction	Future Land Use	Zone	Current Use
North	Employment Center	B-1	Undeveloped
East	Employment Center (County)	A-1(County)	Residence
	Employment Center (County)	A-1(County)	Residence
South	Commerce District (County)	M-2(County)	Residence
West	Employment Center	M-1	Industries & warehouses

Background:

- This property is contiguous to the city limits.
- Annexation was requested to obtain city services.
- Annexation will reduce the size of an existing enclave.
- A warehouse/distribution center is proposed. A site plan has not been submitted.
- EC, Employment Center land use and M-2, Medium Industrial zoning are requested.

Staff Recommendation: Approval of ANX22-44640

Basis: The proposed annexation is contiguous to the city limits and is eligible for annexation.

Services Analysis:

Electric: Ocala Electric Utility

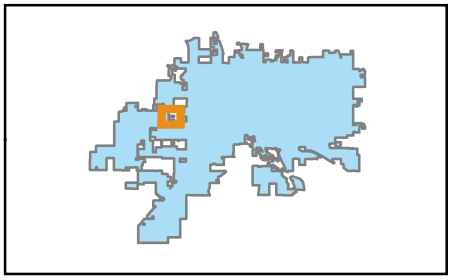
Potable Water: Service is available.

Sanitary Sewer: Service is available.

ANNEXATION CASE MAP

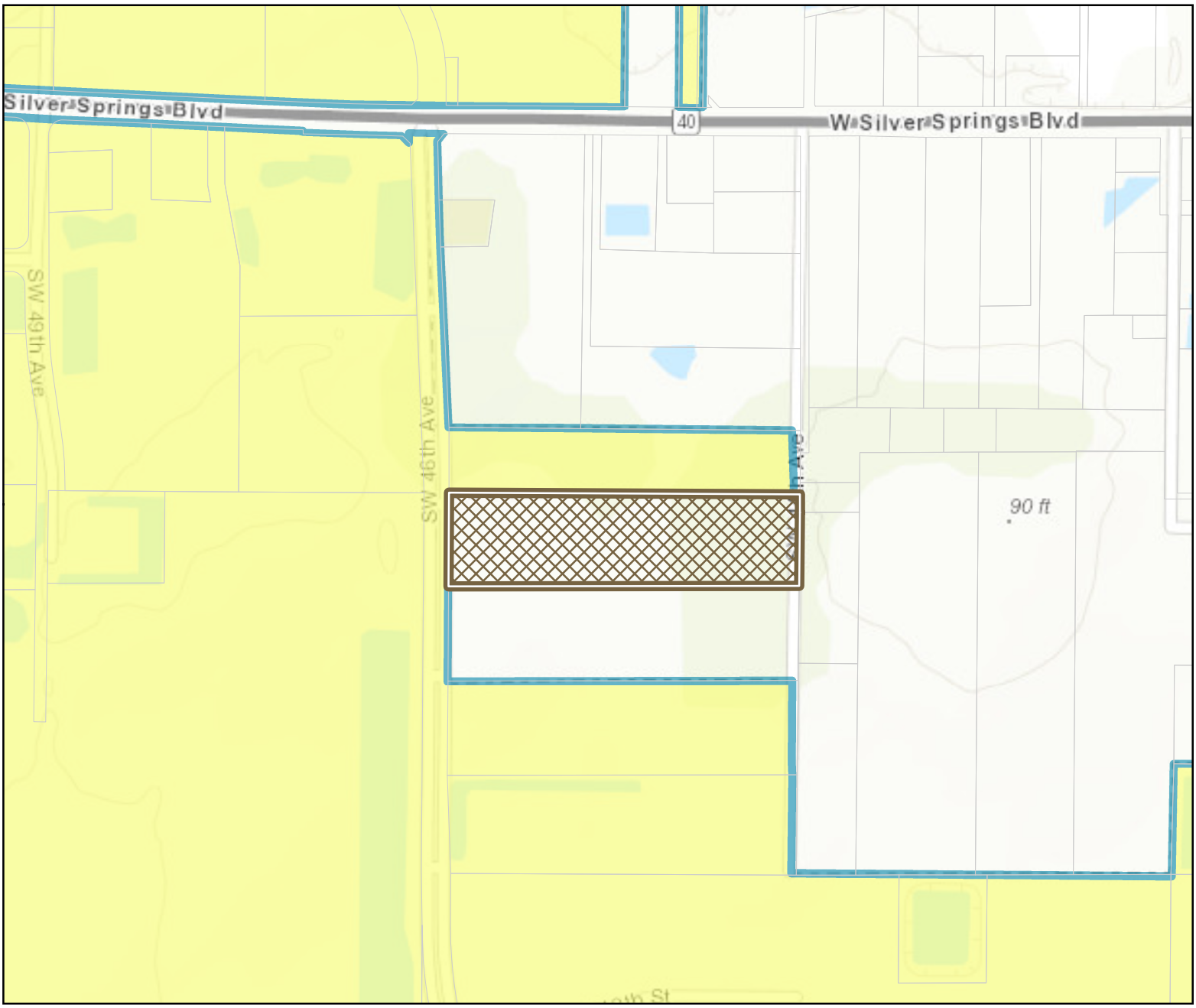
P&Z Meeting February 14, 2022

Location Map



Case Number: ANX22-44640
Parcel Number: 22863-000-00
Property Size: Approximately 9.23 acres
Land Use Designation: Existing Landuse: CD, Commerce District (County)
Zoning: Existing Zoning: A-1, General Agriculture

Proposal: Annexation from A-1 General Agriculture, County to M-2 Medium Industrial, City



Legend
Parcels
City Limits

0 420 840 Feet

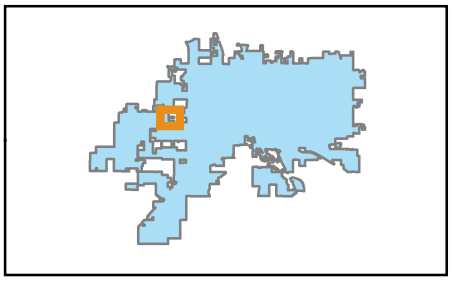
OCALA

Prepared by the City of Ocala Growth Management Department

ANNEXATION AERIAL MAP

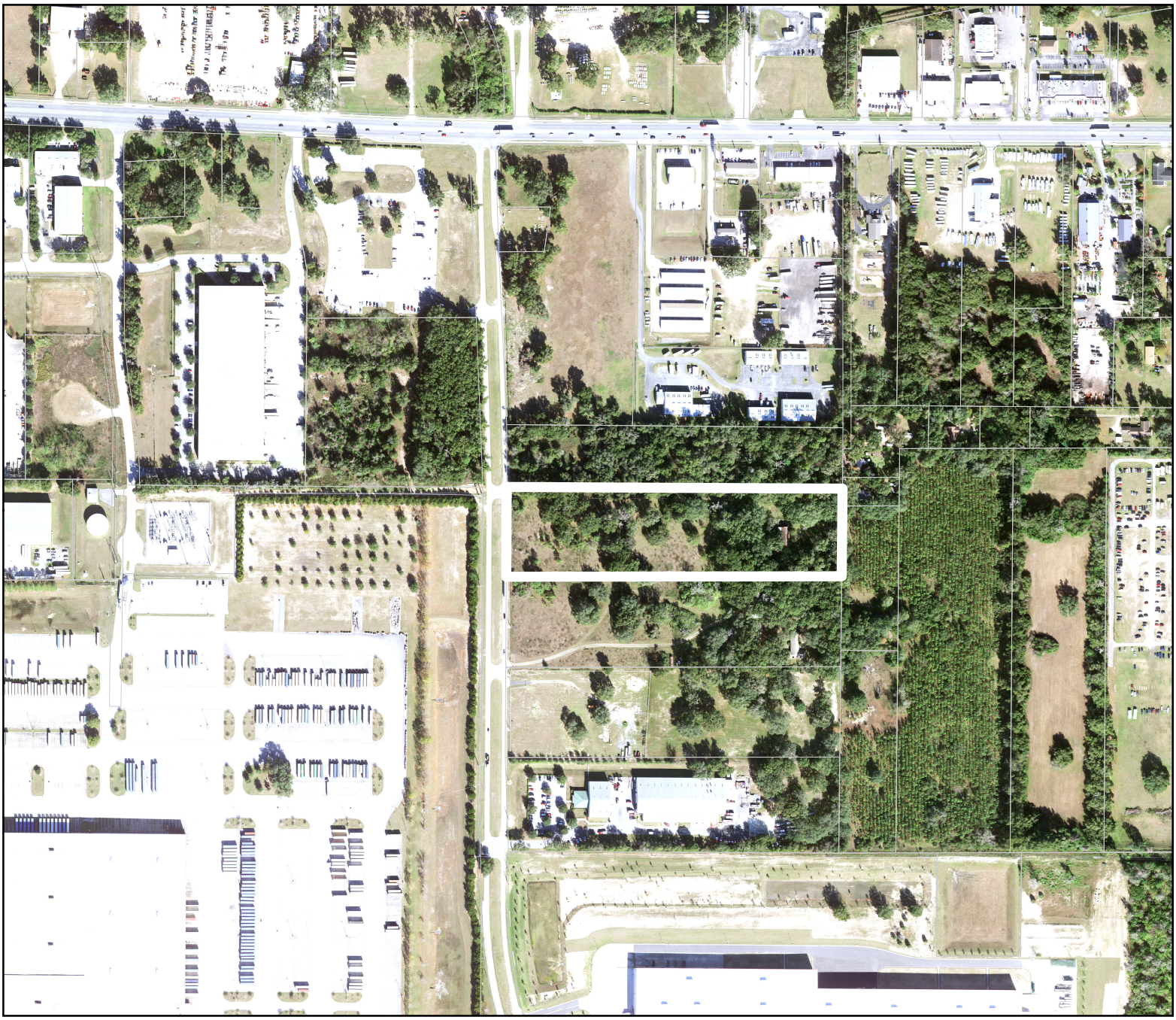
City Council February 14, 2022

Location Map



Case Number: ANX22-44640
Parcel Number: 22860-000-00
Property Size: Approximately 9.23 acres
Land Use Designation: Existing Landuse: CD, Commerce District (County)
Zoning: Existing Zoning: A-1 General Agriculture (County)

Proposal: Annexation form A-1 General Agriculture County to M-2 Medium Industrial City



Legend

Parcels

Annexation Project

0 425 850 Feet

OCALA

Prepared by the City o
Growth Management Depa

1. Annexation/Land Use/Zoning

a. ANX22-44640

Petitioner: Whitley Capital LLC
Planner: Divya Govindaraju (352-629-8305)
dgovindaraju@Ocalafl.org

A request for annex into the City of Ocala property located between SW 44th Avenue and SW 46th Avenue in the 400 block (430 SW 44th Avenue), approximately 9.23 Acres.

Discussion:
No Board discussion.

No public comments.

RESULT:	**APPROVED ANX22-44640**
MOVER:	Rus Adams
SECONDER:	Kevin Lopez
AYES:	Boone, Clere, Kesselring, Lopez, Rudnianyn, Adams, Gilchrist

File #: ORD-2022-29 Agenda Item #: 7g.

Submitted By: Divya Govindaraju

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Ordinance 2022-29 for an amendment to the Future Land Use Designation from Commerce District (County) to Employment Center (City), for approximately 9.23 acres of property located between SW 44th Avenue and SW 46th Avenue in the 400 block (430 SW 44th Avenue) (Cases LUC22-44643).

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub

PROOF OF PUBLICATION:
3/4/22 - 6972371

BACKGROUND:

- Petitioner: Whitley Capital LLC
- Property Owner: Harney Fred B Appreciation Trust
- Agent: Fred N. Roberts, Jr., Esq.
- The subject property is currently not located within the city limits. Annexation of the property will be considered on the same City Council agenda.
- The property is being purchased by Whitley Capital LLC, which plans to develop this parcel and the parcel adjacent to the north as a warehouse/distribution center.
- This parcel has access on SW 46th Ave and SW 44th Ave.
- SW 46th Avenue is currently a two-lane road, but the City plans to expand the road to four lanes between State Road 40 and State Road 200. The City also plans to extend this road north of State Road 40 to connect to NW 44th Avenue south of US 27, which will facilitate a connection all the way north to County Road 326. To the south of the subject property, this road crosses State Road 200 and becomes County Road 475, which then continues all the way east to Maricamp Road. After the planned improvements are made, SW 46th Avenue will become a segment of a major circulator in the City of Ocala.
- The land use requested is consistent and compatible with the industrial uses of other parcels along SW

46th Avenue.

- Upon annexation, it is appropriate to adopt a City land use designation.
- A companion request to rezone the property as M-2, Medium Industrial, is on the same City Council agenda.
- The Ocala Planning & Zoning Commission recommended approval by a 7 to 0 vote during their February 14, 2022 meeting.

FINDINGS AND CONCLUSIONS:
The requested Future Land Use Designation of EC, Employment Center, is consistent with the Comprehensive Plan. Approval of the requested land use change is appropriate

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This ordinance is pending review by the City Attorney, Robert W. Batsel Jr.

ALTERNATIVE:

- Approve
- Deny
- Table

SUPPORT MATERIALS:

- Case Map
- Case Aerial

ORDINANCE 2022-29

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP SERIES OF THE CITY OF OCALA, FLORIDA, COMPREHENSIVE PLAN AS REQUIRED IN SECTION 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE LAND USE CHANGE (CASE NO. LUC22-44643) INVOLVED AND TO AMEND THE FUTURE LAND USE MAP SERIES FROM COMMERCE DISTRICT (COUNTY) TO EMPLOYMENT CENTER (CITY), FOR PROPERTY LOCATED BETWEEN SW 44TH AVE AND SW 46TH AVE IN THE 400 BLOCK (430 SW 44TH AVE), SECTION 15, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, which required the City of Ocala, Florida, to prepare and adopt a comprehensive plan in accord with the requirements of the said act; and

WHEREAS, the City of Ocala has prepared a comprehensive plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City of Ocala on October 22, 1991, adopted this plan including a Future Land Use Element consisting of a land use map series; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 provides for the amendment of an adopted plan or element or portion thereof; and

WHEREAS, on October 19, 2010, City Council adopted the Ocala 2035 Vision; and

WHEREAS, one of the strategies of the Ocala 2035 Vision was to initiate Comprehensive Plan Amendments (adopted on January 22, 2013) to be consistent with the Ocala 2035 Vision.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session as follows:

Section 1. The City of Ocala Comprehensive Plan, Future Land Use Element and Map Series is hereby amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, and pursuant to Section 106-39(b)(4) of the Code of Ordinances, City of Ocala, Florida. The following described lands are hereby reclassified according to the City of Ocala Comprehensive Plan, Future Land Use Element as Employment Center and the attached land use map, dated February 14, 2022, is incorporated by reference into this ordinance:

COMMENCE AT THE SOUTHEAST CORNER OF THE SW 1/4 OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE RUN NORTH 89°32'55" WEST, ALONG THE SOUTH BOUNDARY OF SAID SECTION 15, FOR A DISTANCE OF 1320.81 FEET; THENCE RUN NORTH 00°28'36" EAST, ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE SW 1/4 OF SAID SECTION 15, FOR A DISTANCE OF 995.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG SAID LINE, FOR A DISTANCE OF 331.84 FEET; THENCE RUN SOUTH 89°39'56" EAST, ALONG THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SW 1/4 OF SAID SECTION 15, FOR A DISTANCE OF 100.00 FEET; THENCE SOUTH 00°28'36" WEST, FOR A DISTANCE OF 331.89 FEET; THENCE RUN NORTH 89°38'11" WEST ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SE 1/4 OF THE SW 1/4 OF THE SAID SECTION FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

(aka: 22863-000-00)

Section 2. Severability Clause. Should any provision or section of this ordinance be held by a Court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

Section 5. The effective date of this small-scale development amendment shall be 31 days after

adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of the amendment shall be the date a final order is issued by the state land planning agency, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire Bethea Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2022.

By: _____
Reuben Kent Guinn
Mayor

Approved as to form and legality:

By: _____
Robert W. Batsel, Jr.
City Attorney

Ordinance No:	2022-29
Introduced:	3/1/2022
Adopted:	3/15/2022
Legal Ad No:	3/4/22 - 6972371

Petitioner: Whitley Capital LLC

Property Owner: Harney Fred B Appreciation Trust

Project Planner: Divya Govindaraju

Land Use Change Request from: Commerce District (County)
to: Employment Center (City)

Zoning from: A-1 General Agriculture (County)
to: M-2 Medium Industrial (City)

Parcel Information

Acres: ~9.23 acres
Parcel(s)#: 22863-000-00
Location: Between SW 44th Avenue and SW 46th Avenue in the 400 block (430 SW 44th Avenue)
Existing use: Single-family dwelling

Adjacent Land

Direction	Future Land Use	Zone	Current Use
North	Employment Center	B-1	Undeveloped
East	Employment Center (County)	A-1(County)	Residence
	Employment Center (County)	A-1(County)	Residence
South	Commerce District (County)	M-2(County)	Residence
West	Employment Center	M-1	Industrial & warehouses

Staff Recommendation: Approval of LUC22-44643 / ZON22-44642

Basis for Approval:
The subject property is proposed for annexation into the City of Ocala, and it is appropriate upon annexation to assign a City land use designation. The proposed land use designation of Employment Center is consistent with the Comprehensive Plan and with the surrounding area. The requested zoning designation of M-2, Medium Industrial, is eligible to implement the land use designation of Employment Center.

Factual Support:

1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
    a. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
    b. Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.

2. The requested zoning designation of M-2, Medium Industrial, is eligible to implement the land use designation of Employment Center.[1]
3. Approval of this request will not adversely affect the health, safety, convenience, prosperity or general welfare of the community.

Background:
This parcel has access on SW 46th Ave and SW 44th Ave. SW 46th Avenue is currently a two-lane road, but the City plans to expand the road to four lanes between State Road 40 and State Road 200. The City also plans to extend this road north of State Road 40 to connect to NW 44th Avenue south of US 27, which will facilitate a connection all the way north to County Road 326. To the south of the subject property, this road crosses State Road 200 and becomes County Road 475, which then continues all the way east to Maricamp Road. After the planned improvements are made, SW 46th Avenue will become a segment of a major circulator in the City of Ocala.

The requested zoning change would be contiguous with the industrial uses of other parcels along SW 46th Avenue. The property is being purchased by Whitley Capital LLC, who plan to develop the parcel as a warehouse/distribution center, and annexation is requested in order to obtain city services and utilities.

New development will be subject to site plan approval and building permit issuance by the City of Ocala if annexation occurs. The ordinance to annex the subject property will be considered by City Council on the same agenda as the land use and zoning ordinances.

Upon annexation, it is appropriate to adopt a City land use and zoning designation.

Level of Service Impact Analysis:

Traffic Circulation
Developments proposing to generate 100 or more PM peak hour trips are required to submit a traffic study as part of the site plan review.

Potable Water: Water service is available.

Sanitary Sewer: Sewer service is available.

Stormwater: For any future development, runoff must be retained on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-storm event.[2]

Solid Waste: Service is available.

Fire Service: Service is available.

Schools: This request is not expected to have an impact on area schools.

Land Use Designation

Existing:
CD, Commerce District (County): This land use is intended to provide for more intense commercial and industrial uses than may be suitable in the Employment Center (EC) designation due to noise, odor, pollution, and other nuisance issues. A maximum Floor Area Ratio of 2.0 is allowed, as further defined

by the LDC. This land use designation an Urban land use.[3]

Requested:
EC, Employment Center (City): The intent of the Employment Center land use is to provide a regionally important hub for business, enterprise, research and development, and employment activities. Employment Centers are generally single use districts but may include more than one (1) use if there are appropriate buffers and transitions between complementary uses. Permitted uses shall include a primary use and may include a secondary use. Primary uses are industrial, office and commercial. Secondary uses are public, recreation, institutional, and residential, as well as educational facilities. There are no form requirements in this land use category.[4]

Zoning Classification

Existing:
A-1 General Agriculture (County): The General Agriculture classification is intended to preserve agriculture as the primary use. This classification in the Urban Area may be used for agriculture until it is rezoned to another permitted classification.

Requested:
M-2, Medium Industrial: The medium industrial (M-2) district is intended primarily for the wholesale distribution, warehouse storage, outdoor storage and sales, research and development and light manufacturing of finished or semi-finished products in multiple-use facilities or structures. Outdoor manufacturing activities associated with permitted uses may be allowed in the M-2 district as a special exception. Service establishments serving the industrial uses or district shall be permitted.[5]

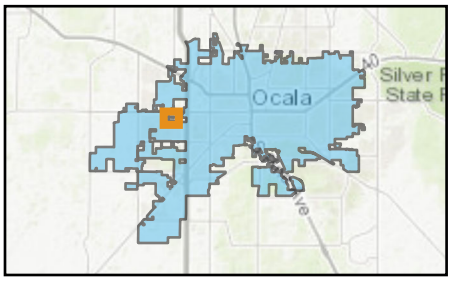
1 Ocala Code of Ordinances Section 122-244; District Criteria
2 Ocala Comprehensive Plan, Stormwater Sub-Element Policy 3.1.
3 Marion County Comprehensive Plan, Non-Residential, Policy 2.1.24, Commerce District
4 Ocala Comprehensive Plan, Future Land Use, Policy 6.5: Employment Center
5 Ocala Code of Ordinances, Division 26, Section 122-781; Intent and Purpose

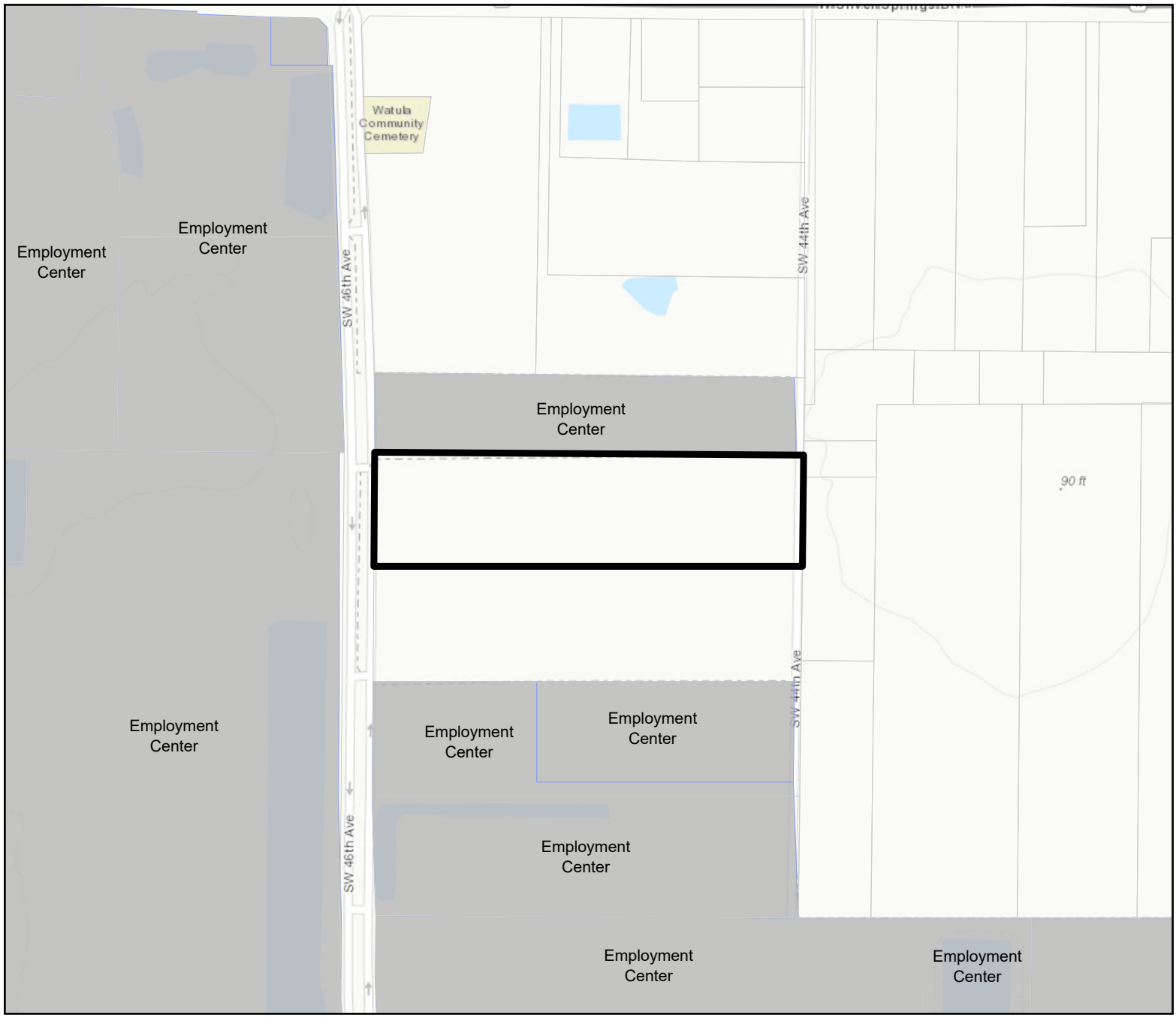
LAND USE CASE MAP

P & Z Meeting: February 14, 2022

Case Number: LUC22-44643
Parcel Number: 22863-000-00
Property Size: Approximately 9.23 acres
Land Use Designation: CD, Commerce District (County)
Zoning: A-1 General Agriculture (County)
Proposal: Change land use from Commerce District (County) to Employment Center (City)

Location Map





Legend
- Property
- Parcels

Future Land Use
- Employment Center
- High Intensity/Central Core
- Low Intensity
- Medium Intensity/Special District
- Neighborhood
- Pending
- Public

0 295 590 Feet

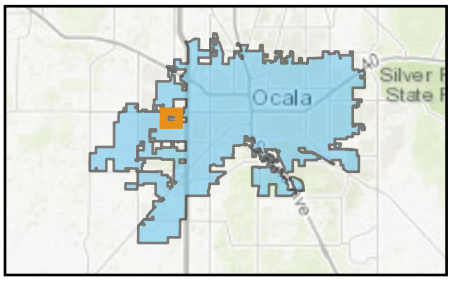
OCALA

Prepared by the City o... Growth Management Depa...

AERIAL MAP

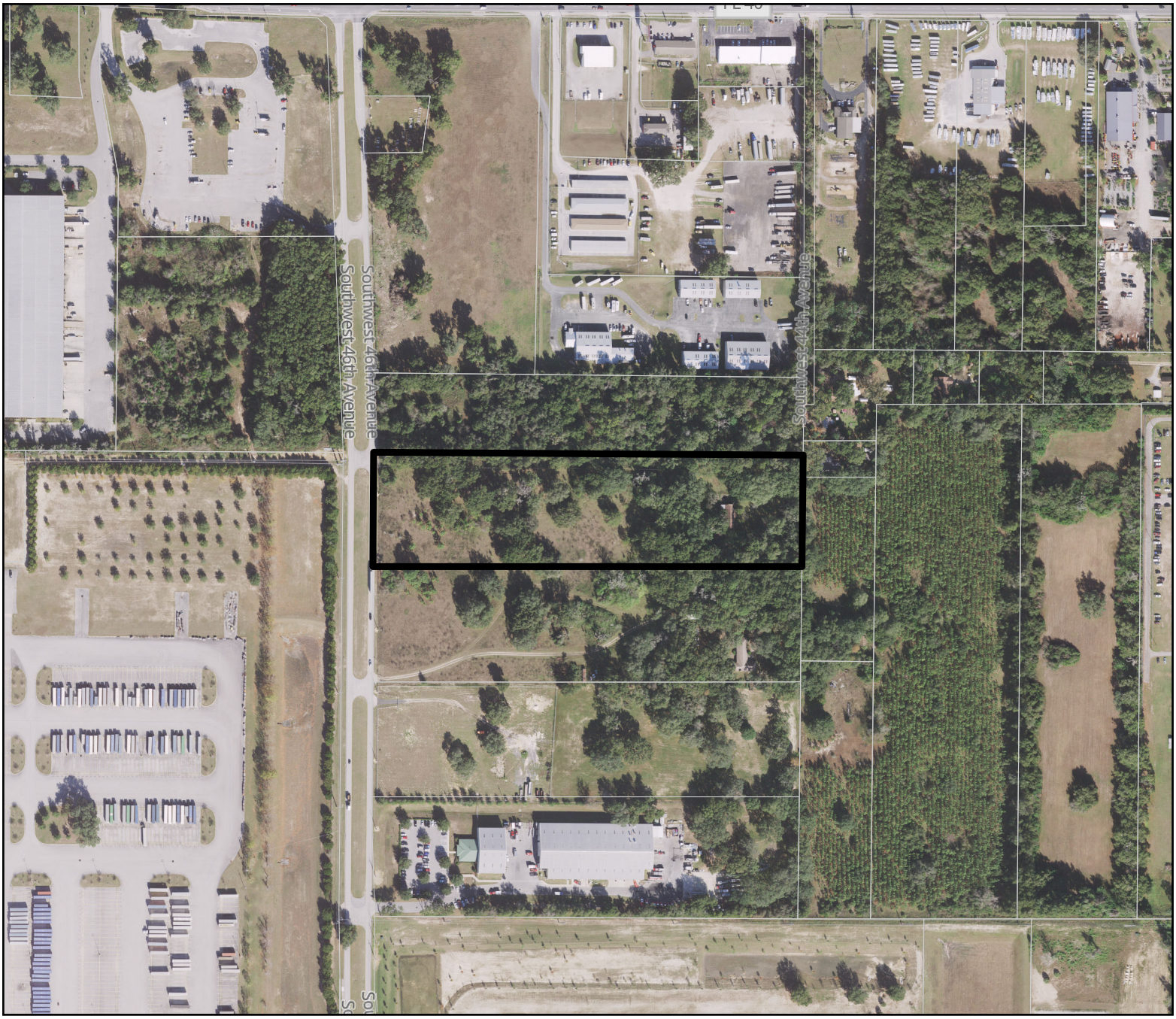
City Council February 14, 2022

Location Map



Case Number: LUC22-44643
Parcel Number: 22863-000-00
Property Size: Approximately 9.23 acres
Land Use Designation: CD, Commerce District (County)
Zoning: A-1 General Agriculture (County)

Proposal: Change land use from Commerce District (County) to Employment Center (City)



Legend
- Property
- Parcels

0 295 590 Feet

OCALA

Aerial 2020, Marion County. Acquisition Date: 12/15/2019 - 02/03/2020.
Acquired by Surdex Corporation. Florida Department of Transportation.
Resolution 0.5ft, Band R-G-B. Cloud Cover 0%

Prepared by the City o
Growth Management Depa

b. LUC22-44643

Petitioner: Whitley Capital LLC
Agent: Fred N. Roberts, Jr
Planner: Divya Govindaraju (352-629-8305)
dgovindaraju@Ocalafl.org

A request to change land use from Commerce District (County) to Employment Center (City) for property located between SW 44th Avenue and SW 46th Avenue in the 400 block (430 SW 44th Avenue), approximately 9.23 Acres.

Discussion:
No Board discussion.

No public comments.

RESULT:	**APPROVED LUC22-44643**
MOVER:	Kris Clere
SECONDER:	Kevin Lopez
AYES:	Boone, Clere, Kesselring, Lopez, Rudnianyn, Adams, Gilchrist

File #: ORD-2022-30 Agenda Item #: 7h.

Submitted By: Divya Govindaraju

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Ordinance 2022-30 for a rezoning from A-1 General Agriculture (County), to M-2, Medium Industrial (City), for approximately 9.23 acres of property located between SW 44th Avenue and SW 46th Avenue in the 400 block (430 SW 44th Avenue) (Cases ZON22-44642) (Quasi-Judicial).

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub

PROOF OF PUBLICATION:
3/4/22 - 6972371

BACKGROUND:

- Petitioner: Whitley Capital LLC
- Property Owner: Harney Fred B Appreciation Trust
- Agent: Fred N. Roberts, Jr., Esq.
- The subject property is currently not located within the city limits. Annexation of the property and a land use change will be considered on the same City Council agenda as this rezoning request.
- The property is being purchased by Whitley Capital LLC, which plans to develop the parcel and the parcel adjacent to the north as a warehouse/distribution center.
- New development will be subject to site plan approval and building permit issuance by the City of Ocala if annexation occurs.
- This parcel has access on SW 46th Ave and SW 44th Ave.
- SW 46th Avenue is currently a two-lane road, but the City plans to expand the road to four lanes between State Road 40 and State Road 200. The City also plans to extend this road north of State Road 40 to connect to NW 44th Avenue south of US 27, which will facilitate a connection all the way north to County Road 326. To the south of the subject property, this road crosses State Road 200 and becomes County Road 475, which then continues all the way east to Maricamp Road. After the planned improvements are made, SW 46th Avenue will become a segment of a major circulator in the City of

Ocala.

- The requested zoning change is consistent and compatible with the industrial uses of other parcels along SW 46th Avenue.
- The Ocala Planning & Zoning Commission recommended approval by a 7 to 0 vote during their February 14, 2022 meeting.

FINDINGS AND CONCLUSIONS:
The requested zoning classification of M-2, Medium Industrial, is consistent with the Comprehensive Plan. Approval of the requested zoning change is appropriate.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This ordinance is pending review by City Attorney Robert W. Batsel Jr.

ALTERNATIVE:
- Approve
- Deny
- Table

SUPPORT MATERIALS:
- Case Map
- Case Aerial

ORDINANCE 2022-30

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM A-1, GENERAL AGRICULTURE (COUNTY), TO M-2, MEDIUM INDUSTRIAL (CITY), FOR CERTAIN PROPERTY LOCATED BETWEEN SW 44TH AVE AND SW 46TH AVE IN THE 400 BLOCK (430 SW 44TH AVE), SECTION 15, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA (CASE NO. ZON22-44642); PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session as follows:

Section 1. The following described lands are hereby rezoned and reclassified according to the zoning regulations of the City of Ocala, Florida, as M-2, Medium Industrial,

COMMENCE AT THE SOUTHEAST CORNER OF THE SW 1/4 OF SECTION 15, TOWNSHIP 15 SOUTH,

RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE RUN NORTH 89°32'55" WEST, ALONG THE SOUTH BOUNDARY OF SAID SECTION 15, FOR A DISTANCE OF 1320.81 FEET; THENCE RUN NORTH 00°28'36" EAST, ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE SW 1/4 OF SAID SECTION 15, FOR A DISTANCE OF 995.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG SAID LINE, FOR A DISTANCE OF 331.84 FEET; THENCE RUN SOUTH 89°39'56" EAST, ALONG THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SW 1/4 OF SAID SECTION 15, FOR A DISTANCE OF 100.00 FEET; THENCE SOUTH 00°28'36" WEST, FOR A DISTANCE OF 331.89 FEET; THENCE RUN NORTH 89°38'11" WEST ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SE 1/4 OF THE SW 1/4 OF THE SAID SECTION FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

(aka: 22863-000-00)

Section 2. The zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from A-1, General Agriculture (County), to M-2, Medium Industrial (City), as to lands described in Section 1 of this ordinance.

Section 3. Severability Clause. Should any provision or section of this ordinance be held by a Court of Competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall become effective upon the later of:

(a). Approval by the mayor, or upon becoming law without such approval; or

(b). The effective date of Ordinance No. _____ (Ref: Land Use Case LUC22-44643)

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire Bethea Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2022.

By: _____
Reuben Kent Guinn
Mayor

Approved as to form and legality:

By: _____

Robert W. Batsel, Jr.
City Attorney

Ordinance No:	2022-30
Introduced:	3/1/2022
Adopted:	3/15/2022
Legal Ad No:	3/4/22 - 6972371

Petitioner: Whitley Capital LLC

Property Owner: Harney Fred B Appreciation Trust

Project Planner: Divya Govindaraju

Land Use Change Request from: Commerce District (County)
to: Employment Center (City)

Zoning from: A-1 General Agriculture (County)
to: M-2 Medium Industrial (City)

Parcel Information

Acres: ~9.23 acres
Parcel(s)#: 22863-000-00
Location: Between SW 44th Avenue and SW 46th Avenue in the 400 block (430 SW 44th Avenue)
Existing use: Single-family dwelling

Adjacent Land

Direction	Future Land Use	Zone	Current Use
North	Employment Center	B-1	Undeveloped
East	Employment Center (County)	A-1(County)	Residence
	Employment Center (County)	A-1(County)	Residence
South	Commerce District (County)	M-2(County)	Residence
West	Employment Center	M-1	Industrial & warehouses

Staff Recommendation: Approval of LUC22-44643 / ZON22-44642

Basis for Approval:
The subject property is proposed for annexation into the City of Ocala, and it is appropriate upon annexation to assign a City land use designation. The proposed land use designation of Employment Center is consistent with the Comprehensive Plan and with the surrounding area. The requested zoning designation of M-2, Medium Industrial, is eligible to implement the land use designation of Employment Center.

Factual Support:

1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
    a. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
    b. Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.

2. The requested zoning designation of M-2, Medium Industrial, is eligible to implement the land use designation of Employment Center.[1]
3. Approval of this request will not adversely affect the health, safety, convenience, prosperity or general welfare of the community.

Background:
This parcel has access on SW 46th Ave and SW 44th Ave. SW 46th Avenue is currently a two-lane road, but the City plans to expand the road to four lanes between State Road 40 and State Road 200. The City also plans to extend this road north of State Road 40 to connect to NW 44th Avenue south of US 27, which will facilitate a connection all the way north to County Road 326. To the south of the subject property, this road crosses State Road 200 and becomes County Road 475, which then continues all the way east to Maricamp Road. After the planned improvements are made, SW 46th Avenue will become a segment of a major circulator in the City of Ocala.

The requested zoning change would be contiguous with the industrial uses of other parcels along SW 46th Avenue. The property is being purchased by Whitley Capital LLC, who plan to develop the parcel as a warehouse/distribution center, and annexation is requested in order to obtain city services and utilities.

New development will be subject to site plan approval and building permit issuance by the City of Ocala if annexation occurs. The ordinance to annex the subject property will be considered by City Council on the same agenda as the land use and zoning ordinances.

Upon annexation, it is appropriate to adopt a City land use and zoning designation.

Level of Service Impact Analysis:

Traffic Circulation
Developments proposing to generate 100 or more PM peak hour trips are required to submit a traffic study as part of the site plan review.

Potable Water: Water service is available.

Sanitary Sewer: Sewer service is available.

Stormwater: For any future development, runoff must be retained on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-storm event.[2]

Solid Waste: Service is available.

Fire Service: Service is available.

Schools: This request is not expected to have an impact on area schools.

Land Use Designation

Existing:
CD, Commerce District (County): This land use is intended to provide for more intense commercial and industrial uses than may be suitable in the Employment Center (EC) designation due to noise, odor, pollution, and other nuisance issues. A maximum Floor Area Ratio of 2.0 is allowed, as further defined

by the LDC. This land use designation an Urban land use.[3]

Requested:
EC, Employment Center (City): The intent of the Employment Center land use is to provide a regionally important hub for business, enterprise, research and development, and employment activities. Employment Centers are generally single use districts but may include more than one (1) use if there are appropriate buffers and transitions between complementary uses. Permitted uses shall include a primary use and may include a secondary use. Primary uses are industrial, office and commercial. Secondary uses are public, recreation, institutional, and residential, as well as educational facilities. There are no form requirements in this land use category.[4]

Zoning Classification

Existing:
A-1 General Agriculture (County): The General Agriculture classification is intended to preserve agriculture as the primary use. This classification in the Urban Area may be used for agriculture until it is rezoned to another permitted classification.

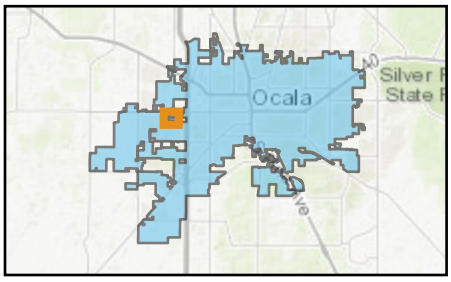
Requested:
M-2, Medium Industrial: The medium industrial (M-2) district is intended primarily for the wholesale distribution, warehouse storage, outdoor storage and sales, research and development and light manufacturing of finished or semi-finished products in multiple-use facilities or structures. Outdoor manufacturing activities associated with permitted uses may be allowed in the M-2 district as a special exception. Service establishments serving the industrial uses or district shall be permitted.[5]

1 Ocala Code of Ordinances Section 122-244; District Criteria
2 Ocala Comprehensive Plan, Stormwater Sub-Element Policy 3.1.
3 Marion County Comprehensive Plan, Non-Residential, Policy 2.1.24, Commerce District
4 Ocala Comprehensive Plan, Future Land Use, Policy 6.5: Employment Center
5 Ocala Code of Ordinances, Division 26, Section 122-781; Intent and Purpose

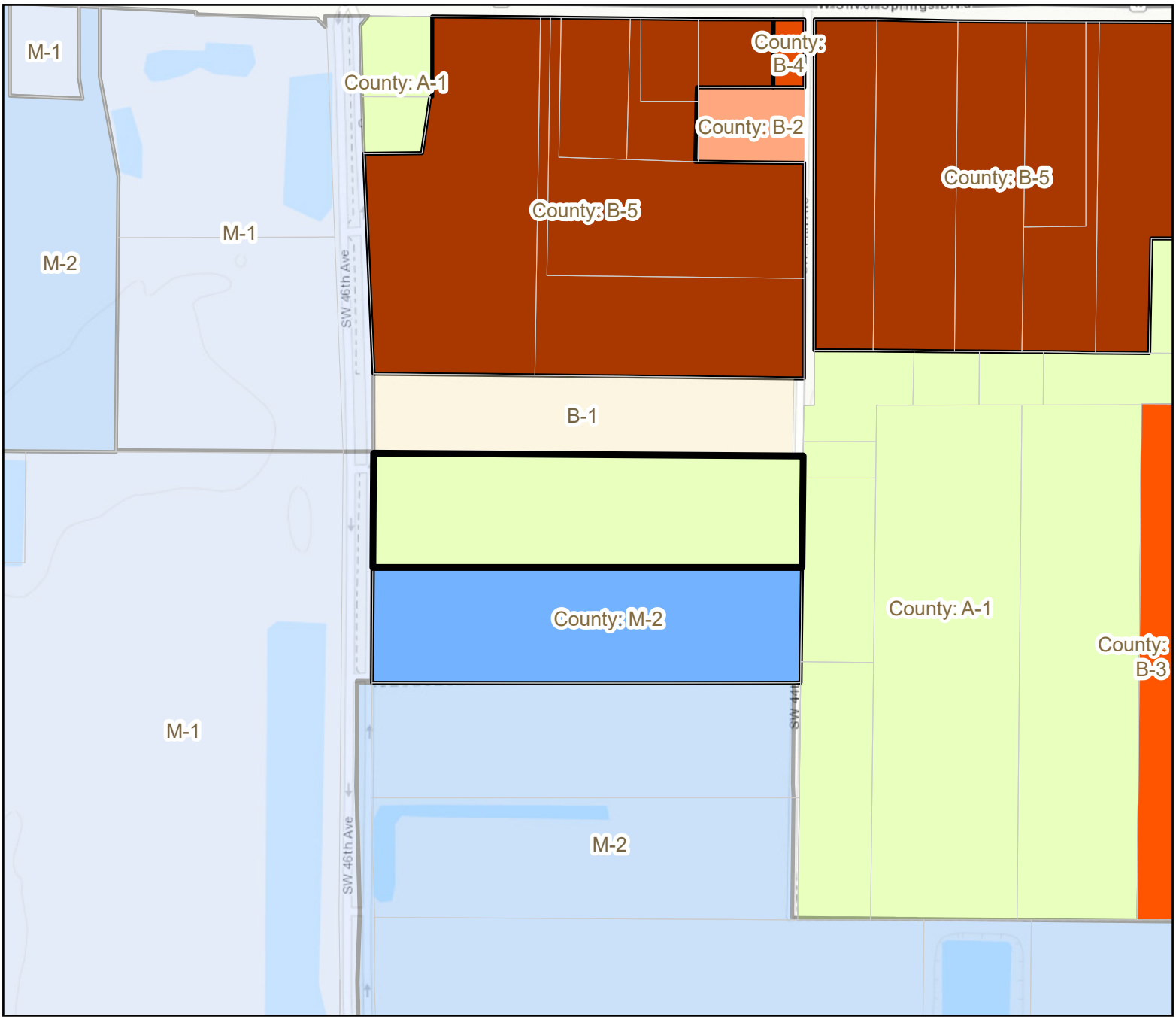
ZONING CASE MAP

P & Z Meeting: February 14, 2022

Location Map



Case Number: ZON22-44642
Parcel Number: 22863-000-00
Property Size: Approximately 9.23 acres
Land Use Designation: CD, Commerce District (County)
Zoning: A-1 General Agriculture (County)
Proposal: Request to rezone from A-1, General Agriculture (County) to M-2, Medium Industrial (City), for property located between SW 44th AVE and SW 46th AVE in the 400 block (430 SW 44th Avenue)



Legend

- Property
- Parcels

Zoning Districts

- B-1:Neighborhood Business
- M-1:Light Industrial
- M-2:Medium Industrial

County Zoning District

- A-1:Agricultural
- B-2:Community Business
- B-3:Central Business
- B-4:General Business
- B-5:Wholesale Business
- M-2:Medium Industrial

0 295 590 Feet

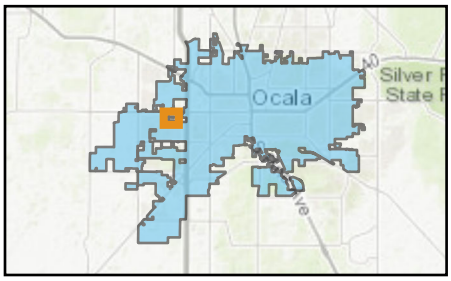
OCALA

Prepared by the City o
Growth Management Depa

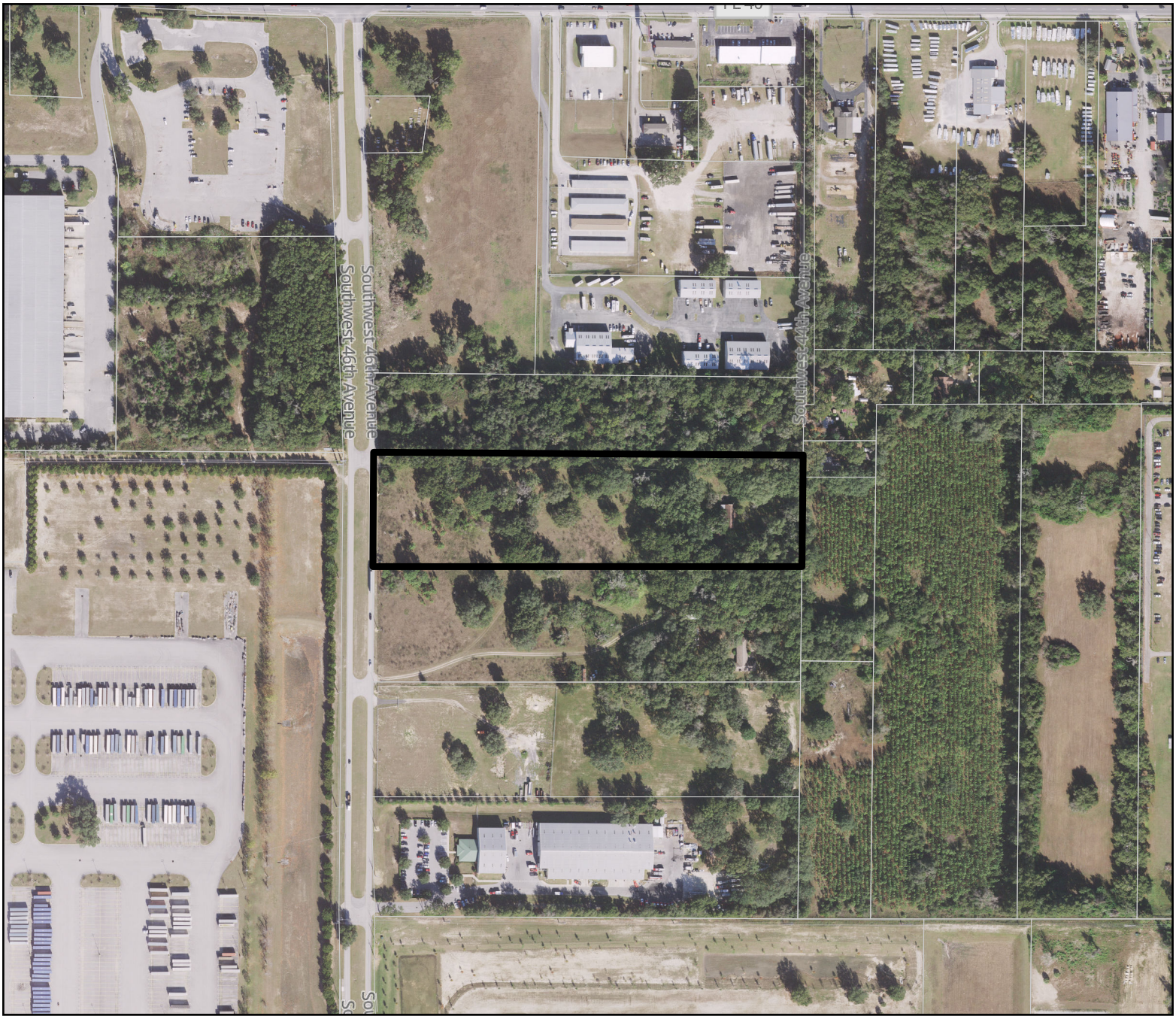
AERIAL MAP

P & Z Meeting: February 14, 2022

Location Map



Case Number: ZON22-44642
Parcel Number: 22863-000-00
Property Size: Approximately 9.23 acres
Land Use Designation: CD, Commerce District (County)
Zoning: A-1 General Agriculture (County)
Proposal: Request to rezone from A-1, General Agriculture (County) to M-2, Medium Industrial (City), for property located between SW 44th AVE and SW 46th AVE in the 400 block (430 SW 44th Avenue)



Legend
- Property
- Parcels

0 295 590 Feet

OCALA

Aerial 2020, Marion County. Acquisition Date: 12/15/2019 - 02/03/2020.
Acquired by Surdex Corporation. Florida Department of Transportation.
Resolution 0.5ft, Band R-G-B. Cloud Cover 0%

Prepared by the City o
Growth Management Depa

c. ZON22-44642

Petitioner: Whitley Capital LLC
Agent: Fred N. Roberts, Jr
Planner: Divya Govindaraju (352-629-8305)
dgovindaraju@Ocalafl.org

A request to rezone from A-1, General Agriculture (County) to M-2, Medium Industrial (City), for property located between SW 44th Avenue and SW 46th Avenue in the 400 block (430 SW 44th Avenue), approximately 9.23 acres.

Discussion:
No Board discussion.

No public comments.

RESULT:	**APPROVED ZON22-44642**
MOVER:	Richard Kesselring
SECONDER:	Kevin Lopez
AYES:	Boone, Clere, Kesselring, Lopez, Rudnianyn, Adams, Gilchrist

File #: BR-2022-133 Agenda Item #: 8a.

Submitted By: Catherine Larson

Presentation By: Tammi Haslam

Department: Budget

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2022-133 amending the Fiscal Year 2021-2022 budget for the carry forward of prior fiscal year grant funds totaling $22,769,699

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable.

PROOF OF PUBLICATION:
N/A

BACKGROUND:
At the end of fiscal year 2020-2021, the City had ongoing grant projects in which the granting agency had a different or longer grant period than the City's fiscal year. Departments request re-appropriation of unused grant funds for specific projects in various stages of completion at the end of fiscal year 2020-2021.

FINDINGS AND CONCLUSIONS:
At the end of fiscal year 2021, departments were in various stages of completion of projects using grant funds. The carry forward of funds will allow for the continuation of these projects.

FISCAL IMPACT:
$22,769,699 is available and requested for re-appropriation from fiscal year 2020-2021 to fiscal year 2021-2022 to complete grant-funded projects that were budgeted in the prior fiscal year.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
None

BUDGET RESOLUTION 2022-133

A RESOLUTION AMENDING THE FISCAL YEAR 2021-2022 BUDGET FOR THE CARRY FORWARD OF PRIOR FISCAL YEAR GRANT FUNDS TOTALING $22,769,699

WHEREAS, approved grant funds not fully expended by September 30, 2021 need to be carried forward to fiscal year 2021; and

WHEREAS, the granting agency established a grant period different or longer than the City's fiscal year and/or where the grant authorized expenditures of committed funds in a subsequent fiscal year; and

WHEREAS, the Business & Financial Services department has determined that as of September 30, 2021 the funds listed below represent the unexpended portion of grant funds to be carried forward; and

WHEREAS, the Business & Financial Services department certifies that there are sufficient funds remaining in each grant to satisfy all expenditures by category requested below.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session that the FY2022 budget be amended to appropriate grant carry forwards from the fiscal year ended September 30, 2021 as outlined below.

Sources:	**Account Title**	**Amount**
001-331-000-000-09-33139	EPA Brownsfield Grant	20,352
001-331-000-000-09-33152	MC Home Grant	392,398
001-331-000-000-09-33153	MC ESG	353,777
001-331-000-000-09-33158	ARPA	600,000
001-331-000-000-09-33225	Data Collection & Tech Grants	30,061
001-331-000-000-09-33230	OPD Stratedgic Response Program	7,735
001-334-000-000-09-33420	State of FL Dept of Health-Fire	351,988
001-334-000-000-09-33460	MC/DCF Challenge Grant	42,985
001-366-000-000-16-36636	Des Gifts MC Hospital Dist NT	2,300,000
001-369-000-000-16-36929	Community Paramedic Agreement	95,425
	Total General Fund	**4,194,721**
140-331-000-000-09-33157	SHIP CRV	75,723
140-369-000-000-16-36999	SHIP Cash Balance Forward	362,103
	Total SHIP Fund	**437,826**
158-331-000-000-09-33375	St Of Fl/Fema Reimb	20,041
158-334-000-000-09-33418	FEMA State	383,158
158-334-000-000-09-33473	Fl Dept Environ Protection	1,347,069
	Total Stormwater Fund	**1,750,268**

308-331-000-000-09-33476	NE 35th St W&S Grant	1,250,000
308-331-000-000-09-33477	Force Main Grant	2,178,482
308-334-000-000-09-33418	FEMA State	299,785
308-334-000-000-09-33473	Fl Dept Environ Protection	4,166,876
308-337-000-000-07-33743	Sjwmd Grant	380,198
	Total Water Const Fund	**8,275,341**
341-331-000-000-09-33411	Faa Grants	721,694
341-334-000-000-09-33412	Fdot - Airport Grants	250,565
	Total Airport Fund	**972,259**
346-331-000-000-09-33154	Cdbg Entitlement	940,182
346-331-000-000-09-33160	CDBG -CV Grant Pub Svc/Eco Dev	570,594
	Total CDBG Fund	**1,510,776**
453-331-000-000-09-33140	EPA National Clean Diesel Prog	310,800
	Total Sanitation Fund	**310,800**
494-331-000-000-09-33141	FTA Cares	2,257,219
494-331-000-000-09-33426	FTA Mass Transit	2,705,651
494-334-000-000-09-33424	FDOT Mass Transit Grants	312,113
494-337-000-000-07-34350	MC Mass Transit	42,725
	Total Mass Transit Fund	**5,317,708**
	Total All Sources	**22,769,699**

001-050-275-554-55-12020	Salaries & Wages - Genl Emp	6,404
001-050-275-554-55-21010	Fica Taxes	784
001-050-275-554-55-22012	Retirement - Gen Emp - Dc	641
001-050-275-554-55-23010	Life & Health Insurance	3,083
001-050-275-554-55-40010	Travel & Training	85
001-050-275-554-55-41010	Comm Serv - Outside Serv	1,567
001-050-275-554-55-52010	Operating Supplies - Other	416
001-050-275-554-68-68010	Intangible Assets ($5,000+)	30,005
001-050-501-554-55-34010	Other Services	392,398
001-050-918-522-52-12020	Salaries & Wages - Genl Emp	88,983
001-050-918-522-52-14010	Overtime	53,199
001-050-918-522-52-14020	Overtime - Fire Garcia Pay	15,000
001-050-918-522-52-15090	Special Pay - Fire Allowance	1,005
001-050-918-522-52-15091	Special Pay - Fire Stipend	1,000
001-050-918-522-52-21010	Fica Taxes	7,218
001-050-918-522-52-22039	Retirement - Ff Contract Emp	16,865
001-050-918-522-52-23010	Life & Health Insurance	31,924
001-050-918-522-52-24010	Workers' Compensation	2,226
001-050-918-522-52-40010	Travel & Training	11,368
001-050-918-522-52-46011	Fleet Maintenance	25,004

001-050-918-522-52-46011	Fleet Maintenance	29,904
001-050-918-522-52-52010	Operating Supplies - Other	25,434
001-050-918-522-52-52020	Operating Supplies - Fuel	2,163
001-050-918-522-66-64010	Machinery & Equip $5,000+	70,599
001-051-122-572-69-65010	Construction In Progress	2,300,000
001-051-902-522-52-12020	Salaries & Wages - Genl Emp	49,383
001-051-902-522-52-21010	Fica Taxes	3,936
001-051-902-522-52-22039	Retirement - Fire Contract Em	18,623
001-051-902-522-52-23010	Life & Health Insurance	9,391
001-051-902-522-52-24010	Workers' Compensation	2,062
001-051-902-522-52-34010	Other Services	4,500
001-051-902-522-52-46011	Fleet Maintenance	5,220
001-051-902-522-52-52020	Operating Supplies - Fuel	2,310
001-060-332-511-51-82010	Aids To Private Organizations	600,000
001-060-433-539-53-31010	Professional Services - Other	18,321
001-060-433-539-53-40010	Travel Training & Per Diem	161
001-060-433-539-53-47000	Printing & Binding	499
001-060-433-539-53-52010	Operating Supplies - Other	371
001-060-433-539-53-81010	Aids To Government Agencies	1,000
001-060-875-521-52-52010	Operating Supplies - Other	945
001-060-880-521-52-52010	Operating Supplies - Other	50
001-060-880-521-66-64010	Machinery & Equip $5,000+	7,685
001-060-881-521-52-14010	Overtime	9,985
001-060-881-521-52-21010	Fica Taxes	16
001-060-881-521-52-40010	Travel & Training	1,548
001-060-881-521-52-47000	Printing & Binding	2,338
001-060-881-521-52-52010	Operating Supplies - Other	15,104
001-060-881-521-52-54010	Books, Pubs, subsc	125
001-060-906-554-55-52010	Operating Supplies - Other	159,467
001-060-906-554-55-83010	Other Grants & Aids	194,310
	Total General Fund	**4,194,721**
140-050-699-559-55-12020	Salaries & Wages - Genl Emp	2,062
140-050-699-559-55-21010	Fica Taxes	162
140-050-699-559-55-22012	Retirement - Gen Emp - Dc	523
140-050-699-559-55-23010	Life & Health Insurance	290
140-050-699-559-55-34010	Other Services	291,890
140-050-699-559-55-40010	Travel Training & Per Diem	1,305
140-050-699-559-55-80010	Grants To Subrecipients	65,871
140-060-662-554-55-83010	Other Grants & Aids	75,723
	Total SHIP Fund	**437,826**
158-050-340-538-69-65010	Construction In Progress	50,179
158-050-342-538-69-65010	Construction In Progress	49,631
158-050-346-538-69-65010	Construction In Progress	39,759
158-050-348-538-69-65010	Construction In Progress	187,500
158-050-356-538-69-65010	Construction In Progress	420,000
158-050-358-538-69-65010	Construction In Progress	600,000
158-050-361-538-69-65010	Construction In Progress	9,721

158-050-361-538-69-65010	Construction In Progress	9,721
158-050-370-538-69-65010	Construction In Progress	10,320
158-050-373-538-69-65010	Construction In Progress	383,158
	Total Stormwater Fund	**1,750,268**
308-050-345-533-69-65010	Construction In Progress	380,198
308-050-347-535-53-83010	Other Grants & Aids	193,175
308-050-351-535-69-65010	Construction In Progress	204,427
308-050-354-535-69-65010	Construction In Progress	376,880
308-050-357-535-69-65010	Construction In Progress	718,477
308-050-372-536-69-65010	Construction In Progress	1,486,574
308-050-373-538-69-65010	Construction In Progress	299,785
308-050-374-535-69-65010	Construction In Progress	500,000
308-050-410-535-69-65010	Construction In Progress	682,968
308-060-332-535-69-65010	Construction In Progress	2,178,482
308-060-332-536-69-65010	Construction In Progress	1,250,000
308-060-351-535-69-65010	Construction In Progress	4,375
	Total Water Const Fund	**8,275,341**
341-050-745-542-69-65010	Construction In Progress	16,354
341-050-760-542-69-65010	Construction In Progress	31,900
341-050-763-542-69-65010	Construction In Progress	33,391
341-050-767-542-69-65010	Construction In Progress	168,920
341-060-740-542-69-65010	Construction In Progress	282,981
341-060-741-542-54-34010	Other Services	50,864
341-060-741-542-54-43010	Utility Services	28,965
341-060-760-542-69-65010	Construction In Progress	358,884
	Total Airport Fund	**972,259**
346-060-639-559-55-80010	Grants To Subrecipients	570,594
346-060-643-554-55-46020	R&M - Code Enforcement/Demoli	37,258
346-060-644-554-55-34010	Other Services	526,171
346-060-647-554-69-65010	Construction In Progress	376,753
	Total CDBG Fund	**1,510,776**
453-060-525-534-66-64010	Machinery & Equip $5,000+	310,800
	Total Sanitation Fund	**310,800**
494-050-450-544-54-31010	Professional Services - Other	40,000
494-050-450-544-54-34010	Other Services	890,568
494-050-450-544-54-41199	800 Mhz Allocation	19,698
494-050-450-544-54-46010	Repair & Maintenance	292,492
494-050-450-544-54-46012	Facilities Maintenance	36,000
494-050-450-544-54-52060	Mach & Equip $1,000-$4,999	66,286
494-050-450-544-62-62010	Buildings	52,000

494-050-450-544-64-63010	Infrastructure	52,000
494-050-450-544-66-64010	Machinery & Equip $5,000+	20,000
494-050-451-544-54-12020	Salaries & Wages - Gen Empl	95,348
494-050-451-544-54-21010	Fica Taxes	7,324
494-050-451-544-54-22012	Retirement - Gen Emp - Dc	4,433
494-050-451-544-54-23010	Life & Health Insurance	14,239
494-050-451-544-54-24010	Workers' Compensation	133
494-050-451-544-54-31010	Professional Services - Other	32,370
494-050-451-544-54-31020	Professional Services - Legal	2,198
494-050-451-544-54-31099	Information Technology Alloca	104
494-050-451-544-54-32010	Accounting & Auditing	1,003
494-050-451-544-54-34010	Other Services	972,383
494-050-451-544-54-40010	Travel Training & Per Diem	15,873
494-050-451-544-54-41010	Communication Serv - Outside	10,444
494-050-451-544-54-41099	Ocala Fiber Network Allocatio	22,051
494-050-451-544-54-41199	800 Mhz Allocation	11,034
494-050-451-544-54-42010	Freight & Postage Services	201
494-050-451-544-54-43010	Utility Services	7,461
494-050-451-544-54-45099	Insurance Services Allocation	16,090
494-050-451-544-54-46010	Repair & Maintenance	7,660
494-050-451-544-54-46011	Fleet Maintenance	288
494-050-451-544-54-47000	Printing & Binding	31,515
494-050-451-544-54-47099	Copy Contract Allocation	5,568
494-050-451-544-54-48010	Promotional Activities	36,511
494-050-451-544-54-52010	Operating Supplies - Other	22,658
494-050-451-544-54-52020	Operating Supplies - Fuel	234,527
494-050-451-544-54-52060	Mach & Equip $1,000-$4,999	15,400
494-050-451-544-54-54010	Books, Publications, Subscrip	1,960
494-060-449-544-54-34010	Other Services	7,669
494-060-449-544-54-46010	Repair & Maintenance	15,000
494-060-660-544-54-34010	Other Services	742,435
494-060-660-544-54-41099	Ocala Fiber Network Allocatio	58,200
494-060-660-544-54-41199	800 Mhz Allocation	8,926
494-060-660-544-54-46010	Repair & Maintenance	146,777
494-060-660-544-54-46012	Facilities Maintenance	20,625
494-060-660-544-66-64010	Machinery & Equip $5,000+	84,000
494-060-661-544-54-12020	Salaries & Wages - Genl Emp	202,348
494-060-661-544-54-15050	Special Pay - Executive Life	20
494-060-661-544-54-21010	Fica Taxes	16,137
494-060-661-544-54-22012	Retirement - Gen Emp - Dc	13,106
494-060-661-544-54-23010	Life & Health Insurance	16,489
494-060-661-544-54-24010	Workers' Compensation	264
494-060-661-544-54-31010	Professional Services - Other	15,133
494-060-661-544-54-34010	Other Services	498,760
494-060-661-544-54-40010	Travel & Training	10,640
494-060-661-544-54-41010	Comm Serv - Outside Serv	4,008
494-060-661-544-54-41099	Ocala Fiber Network Allocatio	7,876
494-060-661-544-54-41199	800 Mhz Allocation	8,083

494-060-661-544-54-43010	Utility Services	44,044
494-060-661-544-54-46010	Repair & Maintenance	8,717
494-060-661-544-54-46012	Facilities Maintenance	20,665
494-060-661-544-54-47000	Printing & Binding	200
494-060-661-544-54-47099	Copy Contract Allocation	12,565
494-060-661-544-54-48010	Promotional Activities	3,192
494-060-661-544-54-52010	Operating Supplies - Other	9,095
494-060-661-544-54-52020	Operating Supplies - Fuel	275,374
494-060-661-544-54-52060	Mach & Equip $1,000-$4,999	6,705
494-060-661-544-68-68010	Intangible Assets ($5,000+)	22,835
	Total Mass Transit Fund	**5,317,708**
	Total All Uses	**22,769,699**

This resolution adopted this _____ day of _____, 2022.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire Bethea Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
Robert W. Batsel, Jr.
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Sandra Wilson
City Manager

File #: BR-2022-134 Agenda Item #: 8b.

Submitted By: Bill Kauffman

Presentation By: Tammi Haslam

Department: Budget

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2022-134 amending the Fiscal Year 2021 - 2022 budget to provide a supplemental appropriation to reconcile cash balance forward accounts and for the continuation of projects not completed in Fiscal Year 2020 - 2021 in the amount of $139,876,212

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
At the end of fiscal year 2020-2021, the City had outstanding purchase orders for goods and services for which vendor invoices had not yet been received. Under current accounting procedures, these purchase orders were carried forward into the current fiscal year.

Departments requested re-appropriation of unencumbered funds for specific projects in various stages of completion at the end of fiscal year 2020-2021, including capital improvement projects.

Budgeted fiscal year 2021-2022 cash balance forward accounts must be reconciled to ending fiscal year 2020-2021 balances with the closing of the prior fiscal year.

FINDINGS AND CONCLUSIONS:
At the end of fiscal year 2020-2021, departments were in various stages of completion for planned capital improvements and approved contractual relationships. A line-by-line detail is attached as an exhibit. The carry forward of funds will allow for the continuation of these projects.

FISCAL IMPACT:
$139,876,212 is available and requested for re-appropriation from fiscal year 2020-2021 to fiscal year 2021-

2022 to complete projects that were budgeted in the prior fiscal year; to support new areas that have evolved since the budget was adopted; and to reconcile cash balance forward accounts for all funds.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
None.

BUDGET RESOLUTION 2022-134

A RESOLUTION AMENDING THE FISCAL YEAR 2021 - 2022 BUDGET TO PROVIDE A SUPPLEMENTAL APPROPRIATION TO RECONCILE CASH BALANCE FORWARD ACCOUNTS AND FOR THE CONTINUATION OF PROJECTS NOT COMPLETED IN FISCAL YEAR 2020 - 2021 IN THE AMOUNT OF $139,876,212

WHEREAS, at September 30, 2021, outstanding purchase orders for goods and services for which vendor invoices had not been received could not be expensed, necessitating a carryover of previously approved and adopted appropriations to the current budget; and

WHEREAS, requests to re-appropriate funds to cover specific projects originally budgeted, but not encumbered in fiscal year 2020-2021, into the current budget have been reviewed by city management; and

WHEREAS, budgeted cash balance forward accounts must be reconciled to actual fiscal year 2020-2021 ending balances; and

WHEREAS, funds are available to support this supplemental appropriation; and

WHEREAS, the attached exhibit describes the requested amendments in detail.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the fiscal year 2021-2022 budget be amended providing for this supplemental appropriation, as summarized herein.

FY2021-2022 SUPPLEMENTAL APPROPRIATION SUMMARY

Budget Recap All Funds	**FY2021-2022 Current Budget**	**Supplemental Appropriation**	**FY2021-2022 Amended Budget**

GENERAL FUND	129,126,371	22,200,303	151,326,674
3/4 MILL ROAD IMPROVEMENTS	5,839,136	5,522,399	11,361,535
FIRE/POLICE IMPROVEMENTS	4,600,344	111,514	4,711,858
PARKING FUND	330,415	105,373	435,788
FIRE IMPACT FEES	1,283,654	73,821	1,357,475
1/8 MILL NEIGHBORHOOD ENHANCEMENTS	1,266,307	281,041	1,547,348
LOCAL GASOLINE TAX	6,471,923	629,856	7,101,779
CENTRAL BUSINESS DISTRICT FUND	0	12,756	12,756
DOWNTOWN DEVELOPMENT	302,616	53,198	355,814
INFRASTRUCTURE SALES SURTAX	21,869,744	2,392,120	24,261,864
STORMWATER UTILITY	14,796,312	2,028,870	16,825,182
CAP IMP CERT SKG-2007A/2015	3,086,220	0	3,086,220
CAP IMP CERT SNKG-2002/2012	1,847,888	1	1,847,889
DEBT SVC SINKING FUND-WTR & SWR	12,268,217	(1,029,396)	11,238,821
DEBT SVC SINKING FUND-ELECTRIC	7,967,724	(727,546)	7,240,178
WATER & SEWER CONSTRUCTION FUND	8,892,100	8,841,047	17,733,147
ELECTRIC CONSTRUCTION FUND	8,437,487	9,652,111	18,089,598
OCALA INTERNATIONAL AIRPORT	2,825,486	368,411	3,193,897
GOLF	2,200,948	377,760	2,578,708
SANITATION	20,704,425	2,220,264	22,924,689
WATER RESOURCES FUND	46,038,226	3,734,915	49,773,141
ELECTRIC	171,996,454	11,118,245	181,022,669
OCALA FIBER NETWORK	10,738,339	1,860,164	12,598,503
CAPITAL REPLACEMENT RESERVE	1,179,292	(3,349)	1,175,943
POLICE TRUST AND AGENCY	1,060,453	(263,424)	797,029
WTR SYST DEV CHGS CAPITAL TRUST	2,112,692	291,212	2,403,904
SWR SYST DEV CHGS CAPITAL TRUST	9,305,010	1,898,333	11,203,343
RECREATION SPECIAL ACTIVITIES	331,209	128,427	459,636
EAST OCALA REDEVELOPMENT SUBAREA	652,428	536,630	1,189,058
DOWNTOWN REDEVELOPMENT SUBAREA	899,122	848,704	1,747,826
NORTH MAGNOLIA REDEVEOP. SUBAREA	1,063,060	484,938	1,547,998
WEST OCALA REDEVELOPMENT SUBAREA	1,620,323	4,260,692	5,881,015
DISABILITY INCOME REPLACE. SELF-INSUR	75,842	107	75,949
GENERAL LIABILITY CLAIMS FUND	4,433,826	(352,339)	4,081,487
EMPLOYEES' CONSOLIDATED HEALTH INSUR	29,330,264	(964,968)	28,365,296
EMP CONS WRKER'S COMP TRUST	11,358,749	(866,803)	10,491,946
GENERAL EMPLOYEES' RETIREMENT	180,699,080	30,625,644	211,324,724
FIREFIGHTERS' RETIREMENT	78,348,229	15,996,192	94,344,421
POLICE OFFICERS' RETIREMENT	82,505,288	15,759,699	98,264,987
ELECTRIC SYSTEM R & R	2,438,825	186,739	2,625,564
WATER & SEWER SYSTEM R & R	1,536,659	29,967	1,566,626
ECONOMIC INVESTMENT PROGRAM	2,025,288	1,452,584	3,477,872
TOTALS	**893,865,975**	**139,876,212**	**1,031,650,157**

This resolution adopted this _____ day of _____, 2022.

ATTEST: **CITY OF OCALA**

By:
Angel B. Jacobs
City Clerk

By:
Ire Bethea Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
Robert W. Batsel, Jr.
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Sandra Wilson
City Manager

FY2021 DETAILED CARRYFORWARD REQUESTS			
	ACCOUNT	**EXPLANATION**	**AMOUNT**
General Fund:			
Source:			
Revenue	001-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	21,619,290
Revenue	001-315-000-000-15-31500	Revenue adjustment per updated FLDOR estimate	218,952
Revenue	001-335-000-000-05-33512	Revenue adjustment per updated FLDOR estimate	169,390
Revenue	001-335-000-000-05-33518	Revenue adjustment per updated FLDOR estimate	179,915
Revenue	001-381-000-000-19-38110	Transfer In From Central Business District	12,756
		Total	22,200,303
Uses:			
Exec. & Legislative	Encumbrances	Purchase Orders/Contracts Carried Forward	54,956
Business & Financial	Encumbrances	Purchase Orders/Contracts Carried Forward	514
Human Resources/Risk	Encumbrances	Purchase Orders/Contracts Carried Forward	18,259
Development Services	Encumbrances	Purchase Orders/Contracts Carried Forward	227,230
Police	Encumbrances	Purchase Orders/Contracts Carried Forward	666,680
Fire	Encumbrances	Purchase Orders/Contracts Carried Forward	120,324
Engineering	Encumbrances	Purchase Orders/Contracts Carried Forward	48,172
Recreation & Parks	Encumbrances	Purchase Orders/Contracts Carried Forward	559,947
Facilities	Encumbrances	Purchase Orders/Contracts Carried Forward	104,094
Info. Technology	Encumbrances	Purchase Orders/Contracts Carried Forward	35,589
Exec. & Legislative	001-012-213-513-51-12020	Increases not budgeted in FY22 for Internal Audit	45,327
Exec. & Legislative	001-012-213-513-51-21010	Increases not budgeted in FY22 for Internal Audit	3,468
Exec. & Legislative	001-012-213-513-51-22012	Increases not budgeted in FY22 for Internal Audit	3,627
Exec. & Legislative	001-012-213-513-51-41010	Outside Communications - Audit Department	1,620
CMO	001-012-601-512-51-46010	Facilities CIP CMO Potable water; City Hall restroom upgrades	115,000
Procurement	001-014-014-513-51-12020	Salary for new position hired mid-year	36,000
Procurement	001-014-014-513-51-21010	Salary for new position hired mid-year	2,754
Procurement	001-014-014-513-51-22012	Salary for new position hired mid-year	2,880
Procurement	001-014-014-513-51-23010	Salary for new position hired mid-year	8,597
Procurement	001-014-014-513-51-24010	Salary for new position hired mid-year	74
Human Resources/Risk	001-015-015-513-51-31010	GRS Retirement Consulting	49,000
Human Resources/Risk	001-015-601-513-51-46010	Facilities CIP Roof replacement (Unable to complete in FY21)	7,500
Development Services	001-016-016-515-51-34010	Funds needed to create 3 additional offices to house staff	41,546
Development Services	001-016-061-515-51-52060	Four FY21 docking stations not shipped until FY22	959
Development Services	001-016-061-524-68-68010	GovSense	252,835
Development Services	001-016-118-559-64-63010	Marion Theatre Cultural Arts Plaza CIP	120,000
Development Services	001-016-518-554-61-61010	Strategic Housing Project	5,876
Development Services	001-016-522-559-62-62010	Public Market CIP	50,000
Development Services	001-016-522-559-64-63010	Public Market CIP	46,387
Development Services	001-016-601-515-51-46010	Facilities CIP Roof replacement (Unable to complete in FY21)	44,570
Police	001-018-603-521-52-52060	I.T. CIP Access Wireless Data Solutions vehicle routers	6,516
Police	001-018-811-521-52-31010	Crime Statistics Software	35,999
Police	001-018-811-521-68-68010	Crime Statistics Software	66,427
Police	001-018-822-521-52-34010	15 TON AC Adminstration Unit	34,000
Police	001-018-822-521-52-52010	15 TON AC Adminstration Unit	16,000
Fire	001-019-019-522-52-12020	Increases not budgeted in FY22 for Fire	5,593
Fire	001-019-019-522-52-21010	Increases not budgeted in FY22 for Fire	416
Fire	001-019-601-522-52-46010	Facilities CIP Plymovent and A/C replacement, Station # 4 Kitchen Reno	106,898
Fire	001-019-602-522-66-64010	Fleet CIP Equipment Purchase	552,975
Fire	001-019-910-522-52-12020	Increases not budgeted in FY22 for Fire	29,741
Fire	001-019-910-522-52-21010	Increases not budgeted in FY22 for Fire	2,211
Fire	001-019-911-522-52-12020	Increases not budgeted in FY22 for Fire	2,550
Fire	001-019-911-522-52-21010	Increases not budgeted in FY22 for Fire	190
Water Resources	001-020-202-541-54-12020	Carry forward for salary increases for CIP Eric G/ Brian H and J Mutz	28,692
Recreation & Parks	001-021-138-579-68-67010	ED Croskey Public Art Mural	4,821
Recreation & Parks	001-021-140-572-69-65010	Rec Construction CIP	150,000
Recreation & Parks	001-021-146-572-57-46010	Skatepark Restroom R&M	1,600
Recreation & Parks	001-021-146-572-69-65010	Skatepark Restroom Project	34,121
Recreation & Parks	001-021-601-572-57-46010	Facilities CIP Replacement of park water fountains and continued ADA upgrades	205,111
Recreation & Parks	001-021-602-572-66-64010	Fleet CIP Equipment Purchase	42,927
Recreation & Parks	001-021-625-572-69-65010	Tuscawilla Art Park Restroom Project	652
Fleet	001-025-601-519-51-46010	Facilities CIP Fleet causeway and kitchen reno	6,095

FY2021 DETAILED CARRYFORWARD REQUESTS			
	ACCOUNT	**EXPLANATION**	**AMOUNT**
Fleet	001-025-603-519-51-52060	I.T. CIP Fleet Wave implementation tablet purchase	1,624
Fleet	001-025-603-519-68-68010	I.T. CIP Fleet Wave implementation	5,815
Facilities	001-026-321-519-51-46010	Budgeted Roll up doors project not completed	100,000
Facilities	001-026-601-519-51-46010	Facilities CIP City Hall Roof Replacement	22,101
Info. Technology	001-035-214-529-52-31010	Incomplete Morse Communication Project	9,879
Info. Technology	001-035-214-529-52-34010	Incomplete Morse Communication Project	19,780
Info. Technology	001-035-530-516-51-21010	Non-budgeted increases during FY21	2,146
Info. Technology	001-035-530-516-51-31010	Non-budgeted Cloud Adoption	86,385
Info. Technology	001-035-530-516-51-46010	Non-budgeted Cashiering Cloud Upgrade	10,743
Info. Technology	001-035-530-516-68-68010	Ongoing Munis expenses	173,433
Info. Technology	001-035-603-516-66-64010	I.T. CIP Funds for FY22 Invoice for Server	50,404
Info. Technology	001-035-603-516-68-68010	I.T. CIP BMI - Fixed Asset Barcoding	23,160
Non-Dept.	001-099-999-513-81-91620	True-Up Trf- Ocala Redeve Subarea	(2,221)
Non-Dept.	001-099-999-513-81-91621	True-Up Trf-Downtown Redev Subarea	(718)
Non-Dept.	001-099-999-513-81-91622	True-Up Trf-N Magnolia Redev Subarea	1
Non-Dept.	001-099-999-513-81-91623	True-Up Trf- W Ocala Redeve Subarea	(5,851)
Non-Dept.	001-099-999-513-81-99170	True Up Building Fund Reserve	245,244
Non-Dept.	001-099-999-554-81-99064	True-Up Affordable Housing Reserve	16,385
Non-Dept.	001-099-999-554-81-99137	True-Up Tree Fund Reserve	(64)
Non-Dept.	001-099-999-513-81-99800	Reserve for Contingencies	17,434,737
		Total	22,200,303
3/4 Mill-Road Improvement Fund:			
Source:			
Revenue	091-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	5,522,399
Uses:			
Engineering	Encumbrances	Purchase Orders/Contracts Carried Forward	4,608,234
Engineering	091-020-255-541-54-46010	TRIP (Transp Rehab Cap Imp)	65,893
Engineering	091-020-255-541-69-65010	TRIP (Transp Rehab Cap Imp)	15,000
Engineering	091-020-432-541-69-65010	Quiet Zone CSXT Crossing Upgrade Ne 9th St	5,694
Engineering	091-020-436-541-69-65010	Broadmoor Oaks Lot H Dedicated Funds (Project on Hold)	78,654
Engineering	091-020-471-541-69-65010	SW 44th Ave Phase III Dedicated Funds(Project on Hold)	551,931
Non-Dept.	091-099-999-541-81-99999	Reserve for Fund Balance	196,993
		Total	5,522,399
Fire/Police Improvement Funds:			
Source:			
Revenue	092-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	111,514
Uses:			
Fire	Encumbrances	Purchase Orders/Contracts Carried Forward	1,812
Fire	092-019-601-522-52-46010	Facilities CIP Plymovent replacement unable to complete in FY21	10,000
Non-Dept.	092-099-999-521-81-99999	Reserve for Fund Balance	150,890
Non-Dept.	092-099-999-522-81-99999	Reserve for Fund Balance	(51,188)
		Total	111,514
Parking Fund:			
Source:			
Revenue	094-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	105,373
Uses:			
Non-Dept.	094-099-999-515-81-99999	Reserve for Fund Balance	105,373
Fire Impact Fund:			
Source:			
Revenue	097-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	73,821
Use:			
Non-Dept.	097-099-999-522-81-99999	Reserve for Fund Balance	73,821
1/8 Mill Neighborhood Enhancements Fund:			
Source:			
Revenue	103-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	281,041

FY2021 DETAILED CARRYFORWARD REQUESTS			
	ACCOUNT	**EXPLANATION**	**AMOUNT**
Uses:			
Development Services	Encumbrances	Purchase Orders/Contracts Carried Forward	12,014
Recreation & Parks	Encumbrances	Purchase Orders/Contracts Carried Forward	2,100
Development Services	103-016-514-559-55-31010	1/8th Mill Wayfinding CIP	12,114
Development Services	103-016-516-554-55-46020	Phoenix Heights CIP	5,000
Development Services	103-016-516-554-55-49020	Phoenix Heights CIP	1,946
Development Services	103-016-516-554-61-61010	Phoenix Heights CIP	31,681
Development Services	103-016-522-559-55-34010	Public Market CIP	13,671
Development Services	103-016-522-559-55-52010	Public Market CIP	2,537
Development Services	103-016-522-559-62-62010	Public Market CIP	6,864
Non-Dept.	103-099-999-554-81-99999	Reserve for Fund Balance	193,114
		Total	281,041
Local Gas Tax Fund:			
Source:			
Revenue	109-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	629,856
Uses:			
Public Works	Encumbrances	Purchase Orders/Contracts Carried Forward	59,000
Non-Dept.	109-099-999-541-81-99999	Reserve for Fund Balance	570,856
		Total	629,856
Central Business District Fund:			
Source:			
Revenue	110-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	12,756
Use:			
Non-Dept.	110-099-999-559-81-91001	Transfer to General Fund	12,756
Downtown Development Fund:			
Source:			
Revenue	111-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	53,198
Uses:			
Non-Dept.	111-099-999-559-81-99999	Reserve for Fund Balance	53,198
Infrastructure Sales & Surtax Fund:			
Source:			
Revenue	120-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	1,692,698
Revenue	120-312-000-000-12-31250	Revenue adjustment per updated FLDOR estimate	699,422
		Total	2,392,120
Uses:			
Engineering	Encumbrances	Purchase Orders/Contracts Carried Forward	642,073
Police	120-018-835-521-66-64010	911 Dispatch Remodel	264,449
Police	120-018-835-521-69-65010	Rispoli & Associates and 911 Dispatch Remodel	789,945
Engineering	120-020-255-541-54-31010	TRIP (Transp Rehab Cap Imp)	8,118
Non-Dept.	120-099-999-521-81-99999	Reserve for Fund Balance	45,028
Non-Dept.	120-099-999-522-81-99999	Reserve for Fund Balance	(3,276)
Non-Dept.	120-099-999-541-81-99999	Reserve for Fund Balance	645,783
		Total	2,392,120
Stormwater Utility Fund:			
Source:			
Revenue	158-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	2,028,870
Uses:			
Engineering	Encumbrances	Purchase Orders/Contracts Carried Forward	381,762
Public Works	Encumbrances	Purchase Orders/Contracts Carried Forward	16,488
Engineering	158-020-340-538-69-65010	Skimboss Lake Tuscawilla NS042	10,473
Engineering	158-020-343-538-53-31010	DRIP Drainage Retention Area (DRA) Improvements	21,060
Engineering	158-020-343-538-69-65010	WRIP	448,441
Engineering	158-020-348-538-69-65010	Grant funding for LPA0066 and NS052	62,500
Engineering	158-020-373-538-69-65010	FEMA 4337-319	124,510

FY2021 DETAILED CARRYFORWARD REQUESTS			
	ACCOUNT	**EXPLANATION**	**AMOUNT**
Engineering	158-020-430-538-66-64010	44" Image Pro Graf TX-4100 MFP Z36 Plotter	10,607
Public Works	158-023-343-538-53-46010	DRIP - Ongoing Capital Projects	9,405
Non-Dept.	158-099-999-538-81-99800	Reserve for Contingencies	943,624
		Total	2,028,870
Cap Imp Cert Sinking Fund-2002/2012:			
Source:			
Revenue	276-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	1
Use:			
Non-Dept.	276-099-999-513-81-99999	Reserve for Fund Balance	1
Debt Svc Sinking Fund-Water & Sewer:			
Source:			
Revenue	280-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	(1,029,396)
Use:			
Non-Dept.	280-099-999-536-81-99999	Reserve for Fund Balance	(1,029,396)
Debt Svc Sinking Fund-Electric:			
Source:			
Revenue	290-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	(727,546)
Use:			
Non-Dept.	290-099-999-531-81-99999	Reserve for Fund Balance	(727,546)
Water Resources Construction Fund:			
Source:			
Revenue	308-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	8,827,286
Revenue	308-381-000-000-19-38455	Transfer In-Water/Sewer Fund	13,761
		Total	8,841,047
Uses:			
Water Resources	Encumbrances	Purchase Orders/Contracts Carried Forward	947,649
Water Resources	308-020-373-538-69-65010	FEMA 4337-319	97,829
Water Resources	308-030-207-536-53-31010	Water/Sewer Line Imp Program	104,004
Water Resources	308-030-207-536-53-46010	Water/Sewer Line Imp Program	33,251
Water Resources	308-030-207-536-69-65010	Fairfield Village/Saddleoak Water Main Project and manhold work	445,050
Water Resources	308-030-266-533-53-46010	WTP Improvement Program	94,000
Water Resources	308-030-266-533-69-65010	WTP Improvement Program	109,391
Water Resources	308-030-268-536-69-65010	SW 54th Street	78,459
Water Resources	308-030-306-535-53-46010	CIP/ 210711 WRF #1 Site Redevelopment Phase III	531,199
Water Resources	308-030-335-533-69-65010	Lower Floridan Wells Ph 3	2,205,700
Water Resources	308-030-337-536-69-65010	Winding Oaks Project	324,050
Water Resources	308-030-345-533-69-65010	Lower Floridan Wells #33953	493,025
Water Resources	308-030-347-535-53-83010	City side portion of NF069 Wastewater Grant	21,876
Water Resources	308-030-354-535-69-65010	City side portion of T19023 Wetland Park Rest Area Grant	91,031
Water Resources	308-030-362-535-69-65010	Monitoring wells for WRF improvement	60,583
Water Resources	308-030-365-536-69-65010	SW 49/40th Ave- Phase 3 Water & Sewer	1,500,000
Water Resources	308-030-372-536-69-65010	FEMA HMGP/P#4337-425	484,752
Water Resources	308-030-374-535-69-65010	LAPA0198 Ocala Sewer Ex- Filtration	500,000
Water Resources	308-030-375-536-69-65010	Ridge at Heathbrook - Developers Agreement	77,947
Water Resources	308-030-410-535-69-65010	City side portion of CIP/ 210040 SaddleOak Sewer Connection Grant	427,271
Water Resources	308-030-483-535-53-46010	Lift Station Improvements (annual)	3,980
Water Resources	308-030-484-536-69-65010	Lift Station Improvements (annual)	210,000
		Total	8,841,047
Electric Construction Fund:			
Source:			
Revenue	332-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	9,652,111
Uses:			
Electric	Encumbrances	Purchase Orders/Contracts Carried Forward	419,731
Electric	332-032-007-531-69-65010	Warehouse Wire Shed	31,521
Electric	332-032-174-531-66-64010	Substation Security Upgrades	59,038
Electric	332-032-177-531-69-65010	White Substation Upgrade	100,000
Electric	332-032-183-531-69-65010	Shaw Substation Equipment Upgrade	2,424,787

FY2021 DETAILED CARRYFORWARD REQUESTS			
	ACCOUNT	**EXPLANATION**	**AMOUNT**
Electric	332-032-186-531-66-64010	Smart Grid Enhancements	684,699
Electric	332-032-192-531-64-63020	Electric Feeder Upgrades	203,194
Electric	332-032-192-531-64-63021	Electric Feeder Upgrades	1,371,708
Electric	332-032-203-531-66-64010	New SCADA/DMS	625,000
Electric	332-032-204-531-69-65010	Ocala Palms Substation Upgrade	352,164
Electric	332-032-238-531-64-63021	North Substation	8,000
Electric	332-032-477-531-64-63020	Overhead/Underground & Work Orders	484,403
Electric	332-032-477-531-64-63021	Overhead/Underground & Work Orders	795,836
Non-Dept.	332-099-999-531-81-91457	Transfer to Electric	2,092,030
Non-Dept.	332-099-999-531-81-99999	Reserve for Fund Balance	0
		Total	9,652,111
Ocala International Airport Fund:			
Source:			
Revenue	451-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	368,411
Uses:			
Airport	Encumbrances	Purchase Orders/Contracts Carried Forward	102,952
Airport	451-027-745-542-69-65010	Walk-in refrigerator/restaurant project	19,843
Airport	451-027-760-542-69-65010	Taxiway A Project-City Match	44
Airport	451-027-763-542-69-65010	Apron Rehab-City Match	3,919
Airport	451-027-767-542-69-65010	Runway Pavement Markings-City Match	84,606
Non-Dept.	451-099-999-542-81-99800	Reserve for Contingencies	157,047
		Total	368,411
Golf:			
Source:			
Revenue	452-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	377,760
Uses:			
Golf	Encumbrances	Purchase Orders/Contracts Carried Forward	14,460
Golf	452-029-601-575-57-46010	Facilities CIP HVAC Replacement unable to complete in FY21	28,519
Golf	452-029-920-575-57-31010	Golf Club Renovation	7,900
Non-Dept.	452-099-999-575-81-99999	Reserve for Fund Balance	326,881
		Total	377,760
Sanitation Fund:			
Source:			
Revenue	453-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	2,220,264
Uses:			
Public Works	Encumbrances	Purchase Orders/Contracts Carried Forward	2,173,546
Public Works	453-023-325-534-53-46010	Dumpster repair services unable to complete in FY21	30,780
Public Works	453-023-325-534-53-52010	Steel dumpsters ordered in FY21, received in FY22.	8,250
Public Works	453-023-325-534-53-52060	Steel dumpsters ordered in FY21, received in FY22.	19,140
Public Works	453-023-602-534-66-64010	Fleet CIP Equipment Purchase	43,067
Non-Dept.	453-099-999-534-81-99800	Reserve for Contingencies	(54,519)
		Total	2,220,264
Water & Sewer Fund:			
Source:			
Revenue	455-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	3,674,915
Revenue	455-369-000-000-16-39013	Loan to CRA West - interest adjustment	60,000
		Total	3,734,915
Uses:			
Water Resources	Encumbrances	Purchase Orders/Contracts Carried Forward	1,240,809
Water Resources	455-030-214-535-53-52060	Water Treatment plant security project - delays due to supply chain	16,201
Water Resources	455-030-214-537-53-52060	Water Treatment plant security project - delays due to supply chain	5,569
Water Resources	455-030-601-536-53-46010	Facilities CIP HVAC Replacement unable to complete in FY21	70,100
Non-Dept.	455-099-999-536-81-91308	Transfer To Water & Sewer Construction	13,761
Non-Dept.	455-099-999-536-81-99800	Reserve for Contingencies	2,388,475
		Total	3,734,915

FY2021 DETAILED CARRYFORWARD REQUESTS			
	ACCOUNT	**EXPLANATION**	**AMOUNT**
Electric Fund:			
Source:			
Revenue	457-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	8,966,215
Revenue	457-369-000-000-16-39013	Loan to CRA West - interest adjustment	60,000
Revenue	457-381-000-000-19-38332	Transfer In-Electric Construction	2,092,030
		Total	11,118,245
Uses:			
Electric	Encumbrances	Purchase Orders/Contracts Carried Forward	1,780,096
Electric	457-032-007-531-53-31010	Electric Rate Study	67,000
Electric	457-032-007-531-68-68010	BMI Barcoding Project	26,900
Electric	457-032-032-531-53-54010	Cover FY22 Increase to FRCC Membership Fees	100,000
Electric	457-032-214-531-53-31010	CSO Camera Installation	18,490
Electric	457-032-231-531-53-12020	Non-Budgeted FY21 Pay increase effective 8/8/21	152,828
Electric	457-032-231-531-53-21010	Non-Budgeted FY21 Pay increase effective 8/8/21	12,226
Electric	457-032-231-531-53-22012	Non-Budgeted FY21 Pay increase effective 8/8/21	9,804
Electric	457-032-232-531-53-48010	Customer Appreciation Day - Increase Bill Credit	5,000
Electric	457-032-233-531-53-12020	Non-Budgeted FY21 Pay increase effective 8/8/21	34,685
Electric	457-032-233-531-53-21010	Non-Budgeted FY21 Pay increase effective 8/8/21	2,775
Electric	457-032-233-531-53-46010	AMI Software Upgrade_Connexo Netsense	37,000
Electric	457-032-234-531-53-12020	Non-Budgeted FY21 Pay increase effective 8/8/21	61,463
Electric	457-032-234-531-53-21010	Non-Budgeted FY21 Pay increase effective 8/8/21	4,917
Electric	457-032-235-531-53-12020	Non-Budgeted FY21 Pay increase effective 8/8/21	19,852
Electric	457-032-235-531-53-21010	Non-Budgeted FY21 Pay increase effective 8/8/21	1,588
Electric	457-032-235-531-53-22012	Non-Budgeted FY21 Pay increase effective 8/8/21	1,519
Electric	457-032-276-531-53-12020	Non-Budgeted FY21 Pay increase effective 8/8/21	8,306
Electric	457-032-276-531-53-21010	Non-Budgeted FY21 Pay increase effective 8/8/21	664
Electric	457-032-276-531-53-22012	Non-Budgeted FY21 Pay increase effective 8/8/21	635
Electric	457-032-276-531-53-31010	Arcos Call Out Implementation	120,000
Electric	457-032-277-531-53-12020	Non-Budgeted FY21 Pay increase effective 8/8/21	34,699
Electric	457-032-277-531-53-21010	Non-Budgeted FY21 Pay increase effective 8/8/21	2,776
Electric	457-032-277-531-53-22012	Non-Budgeted FY21 Pay increase effective 8/8/21	1,358
Electric	457-032-601-531-53-46010	Facilities CIP Emergency Notification System (unable to complete in FY21)	2,842
Electric	457-032-603-531-68-68010	I.T. CIP BMI - Fixed Asset Barcoding	62,108
Electric	457-032-648-531-53-34020	Fuel Rate Increase	1,800,000
Non-Dept.	457-099-999-531-81-99800	Reserve for Contingencies	6,748,714
		Total	11,118,245
Ocala Fiber Network:			
Source:			
Revenue	490-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	1,860,164
Uses:			
Ocala Fiber Network	Encumbrances	Purchase Orders/Contracts Carried Forward	526,162
Ocala Fiber Network	490-031-289-539-66-64010	Ongoing CIP Projects	25,000
Ocala Fiber Network	490-031-290-539-53-12020	Non-budgeted FY21 Pay increase effective 10/1/21	70,365
Ocala Fiber Network	490-031-290-539-53-21010	Non-budgeted FY21 Pay increase effective 10/1/21	5,575
Ocala Fiber Network	490-031-290-539-53-22012	Non-budgeted FY21 Pay increase effective 10/1/21	5,830
Ocala Fiber Network	490-031-290-539-53-34050	Non-budgeted increase due to added connections	62,783
Ocala Fiber Network	490-031-290-539-53-46010	Unanticipated Software updates	50,000
Ocala Fiber Network	490-031-291-539-64-63020	Ongoing CIP Projects	52,345
Ocala Fiber Network	490-031-291-539-64-63021	Ongoing CIP Projects	43,090
Ocala Fiber Network	490-031-292-539-64-63020	Ongoing CIP Projects	350,540
Ocala Fiber Network	490-031-292-539-64-63021	Ongoing CIP Projects	60,462
Ocala Fiber Network	490-031-292-539-69-65010	Ongoing CIP Projects	16,949
Ocala Fiber Network	490-031-296-539-53-46010	Ongoing CIP Projects	100,000
Ocala Fiber Network	490-031-296-539-66-64010	Ongoing CIP Projects	31,729
Ocala Fiber Network	490-031-299-539-69-65010	Ongoing CIP Projects	9,491
Ocala Fiber Network	490-031-601-539-53-46010	Facilities CIP HVAC at OFN Annex	12,700
Ocala Fiber Network	490-031-602-539-66-64010	Supplement for unbudgeted increased FY22 vehicle purchase cost	7,750
Non-Dept.	490-099-999-539-81-99800	Reserve for Contingencies	429,393
		Total	1,860,164

FY2021 DETAILED CARRYFORWARD REQUESTS			
	ACCOUNT	**EXPLANATION**	**AMOUNT**
Capital Replacement Reserve:			
Source:			
Revenue	586-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	(3,349)
Use:			
Non-Dept.	586-099-999-590-81-99999	Reserve for Fund Balance	(3,349)
Police Trust and Agency Fund:			
Source:			
Revenue	610-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	(263,424)
Use:			
Non-Dept.	610-099-999-521-81-99999	Reserve for Fund Balance	(263,424)
H2O Sys Dfev Cap Trust Fund:			
Source:			
Revenue	615-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	291,212
Uses:			
Water Resources	615-030-265-533-69-65010	Wtr, Swr, LS and Reuse Reimbursement	233,533
Non-Dept.	615-099-999-533-81-99999	Reserve for Fund Balance	57,679
		Total	291,212
Swr. Sys. Dev. Ch Cap Trust:			
Source:			
Revenue	616-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	1,898,333
Uses:			
Water Resources	616-030-375-535-69-65010	Water System Development-Impact Fee Water	456,168
Water Resources	616-030-485-535-69-65010	Sewer System Development-Impact Fee Sewer	1,150,634
Non-Dept.	616-099-999-535-81-99999	Reserve for Fund Balance	291,531
		Total	1,898,333
Recreation Special Activities Fund:			
Source:			
Revenue	618-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	128,427
Use:			
Non-Dept.	618-099-999-572-81-99999	Reserve for Fund Balance	128,427
East Ocala Redevelopment Subarea Fund:			
Sources:			
Revenue	620-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	540,335
Revenue	620-338-000-000-08-33810	True-up TIF Account	(1,484)
Revenue	620-381-000-000-19-38101	True-up TIF Account	(2,221)
		Total	536,630
Uses:			
Development Services	Encumbrances	Purchase Orders/Contracts Carried Forward	279
Development Services	620-016-514-559-55-34010	East CRA Wayfinding	22,555
Development Services	620-016-559-559-55-46010	East Ocala Property Acquisition CIP	15,000
Development Services	620-016-559-559-55-82010	East Ocala CRA Grants	196,138
Development Services	620-016-559-559-61-61010	East Ocala Property Acquisition CIP	201,196
Development Services	620-016-559-559-64-63010	East Ocala CRA Sidewalks CIP	100,000
Non-Dept.	620-099-999-559-81-99999	Reserve for Fund Balance	1,462
		Total	536,630
Downtown Redevelopment Subarea Fund:			
Sources:			
Revenue	621-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	849,901
Revenue	621-338-000-000-08-33810	True-up TIF Account	(479)
Revenue	621-381-000-000-19-38101	True-up TIF Account	(718)
		Total	848,704
Uses:			
Development Services	Encumbrances	Purchase Orders/Contracts Carried Forward	71,408
Development Services	621-016-012-559-55-82010	Downtown CRA - Aids to Private Organizations	72,736
Development Services	621-016-012-559-64-63010	Downtown Streetscape CIP	191,913
Development Services	621-016-435-559-55-46010	Osceola Trak CIP	6,000

FY2021 DETAILED CARRYFORWARD REQUESTS			
	ACCOUNT	**EXPLANATION**	**AMOUNT**
Development Services	621-016-435-559-64-63010	Osceola Trak CIP	274,517
Development Services	621-016-511-559-61-61010	Midtown CIP	5,544
Development Services	621-016-511-559-69-65010	Midtown CIP	218,030
Non-Dept.	621-099-999-559-81-99999	Reserve for Fund Balance	8,556
		Total	848,704
North Magnolia Redevelopment Subarea Fund:			
Sources:			
Revenue	622-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	484,938
Revenue	622-338-000-000-08-33810	True-up TIF Account	(1)
Revenue	622-381-000-000-19-38101	True-up TIF Account	1
		Total	484,938
Uses:			
Development Services	Encumbrances	Purchase Orders/Contracts Carried Forward	28,981
Development Services	622-016-514-559-55-34010	North Magnolia CRA Wayfinding	5,231
Development Services	622-016-515-559-55-31010	GRM Imagine N Magnolia CIP - funds needed to pay invoice	65,443
Development Services	622-016-515-559-55-46010	Imagine North Magnolia CIP	24,675
Development Services	622-016-515-559-55-46020	Imagine North Magnolia CIP	45,334
Development Services	622-016-515-559-55-49020	Imagine North Magnolia CIP	8,512
Development Services	622-016-515-559-55-83010	Imagine North Magnolia CIP	100,000
Development Services	622-016-515-559-61-61010	Imagine North Magnolia CIP	179,123
Development Services	622-016-515-559-64-63010	Imagine North Magnolia CIP	200,000
Development Services	622-016-515-559-69-65010	Imagine North Magnolia CIP	73,000
Development Services	622-016-517-559-64-63010	North Magnolia CRA Streetscape CIP	11,768
Development Services	622-016-517-559-69-65010	North Magnolia CRA Streetscape CIP	13,837
Development Services	622-016-553-559-55-82010	North Magnolia CRA Grants	89,547
Non-Dept.	622-099-999-559-81-99999	Reserve for Fund Balance	(360,513)
		Total	484,938
West Ocala Subarea Fund:			
Sources:			
Revenue	623-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	4,270,452
Revenue	623-338-000-000-08-33810	True-up TIF Account	(3,909)
Revenue	623-381-000-000-19-38101	True-up TIF Account	(5,851)
		Total	4,260,692
Uses:			
Development Services	Encumbrances	Purchase Orders/Contracts Carried Forward	3,864,969
Development Services	623-016-560-559-55-46010	WO Heritage Trail - Repair & Maintenance	5,294
Development Services	623-016-560-559-55-82010	West Ocala CRA Grants and Reed Place Development	172,125
Development Services	623-016-560-559-61-61010	West Ocala Property Acquisition CIP	30,365
Development Services	623-016-560-559-64-63010	WO Heritage Trail - Infrastructure	26,800
Development Services	623-016-560-559-68-67010	West Ocala Heritage Trail CIP	2,200
Development Services	623-021-122-572-57-31010	West Ocala Community Center CIP	75,000
Development Services	623-021-122-572-69-65010	West Ocala Community Center CIP	48,432
Non-Dept.	623-099-999-559-81-99999	Reserve for Fund Balance	35,507
		Total	4,260,692
Disability Income Replacement Self-Insurance:			
Source:			
Revenue	624-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	107
Use:			
Non-Dept.	624-099-999-590-81-99999	Reserve for Fund Balance	107
General Liability Claims Fund:			
Source:			
Revenue	626-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	(352,339)
Uses:			
Non-Dept.	Encumbrances	Purchase Orders/Contracts Carried Forward	53,313
Non-Dept.	626-099-999-590-81-99999	Reserve for Fund Balance	(405,652)
		Total	(352,339)

FY2021 DETAILED CARRYFORWARD REQUESTS			
	ACCOUNT	**EXPLANATION**	**AMOUNT**
Employees Consolidated Health Insurance Fund:			
Source:			
Revenue	627-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	(964,968)
Use:			
Non-Dept.	627-099-999-590-81-99999	Reserve for Fund Balance	(964,968)
Employees Workers Comp Fund			
Source:			
Revenue	628-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	(866,803)
Use:			
Non-Dept.	628-099-999-590-81-99999	Reserve for Fund Balance	(866,803)
General Employees Pension			
Source:			
Revenue	629-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	30,625,644
Use:			
Non-Dept.	629-099-999-513-81-99999	Reserve for Fund Balance	30,625,644
Firefighters Pension Fund:			
Source:			
Revenue	631-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	15,996,192
Use:			
Non-Dept.	631-099-999-513-81-99999	Reserve for Fund Balance	15,996,192
Police Pension Fund:			
Source:			
Revenue	633-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	15,759,699
Use:			
Non-Dept.	633-099-999-513-81-99999	Reserve for Fund Balance	15,759,699
Electric System R & R:			
Source:			
Revenue	650-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	186,739
Use:			
Non-Dept.	650-099-999-531-81-99999	Reserve for Fund Balance	186,739
Water & Sewer System R & R:			
Source:			
Revenue	656-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	29,967
Use:			
Non-Dept.	656-099-999-536-81-99999	Reserve for Fund Balance	29,967
Economic Improvement Fund:			
Source:			
Revenue	674-369-000-000-16-36999	Cash Balance Forward - Increase/(Decrease)	1,452,584
Uses:			
Non-Dept.	674-099-999-559-81-49030	Reilly Arts Center and Tuscawilla Artpartments	96,311
Non-Dept.	674-099-999-559-81-82010	AutoZone, Chewy, Fedex, R&L Carriers, McLane, Wells, and Conf Proj 1-3	580,175
Non-Dept.	674-099-999-559-81-99999	Reserve for Fund Balance	776,098
		Total	1,452,584

File #: BR-2022-135 Agenda Item #: 8c.

Submitted By: Emory Roberts
Presentation By: Tammi Haslam
Department: Budget

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2022-135 amending the Fiscal Year 2021-2022 budget to transfer funds from the General Fund Reserve for Contingencies and appropriate loan revenue to cover expenditures incurred as a result of a legal judgment totaling $79,282,910.
OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, .

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On February 20, 2014, Class Representatives filed a class action lawsuit against the City challenging the City's Fire Fee as an unconstitutional tax imposed in violation of Article VII, Section 1(a) of the Florida Constitution. Class Representatives requested the trial court declare the Fire Fee unlawful and order class wide refunds to the greatest extent permitted under law.

On June 19, 2020, the Fifth DCA, in a 14-page appellate decision, reversed the trial court and ruled the City's Fire Fee was an unconstitutional tax. On October 11, 2021, the Court held a hearing on Class Representatives' Motion to Compel the City to Fund the Common Fund. The Court found the Fifth DCA's mandate was the final judgment in the case, the Fifth DCA had resolved all legal issues and properly considered and disposed of all the City's defenses. The Court granted Class Representatives' motion, determined the City had collected $79,282,909.44 in illegal taxes from class members since February 20, 2010, and ordered the City to deposit the illegal taxes into a separate fund (the "Common Fund") within sixty (60) days to be disbursed upon further order of the Court.

This Court reserved jurisdiction regarding all remaining aspects concerning management of this class action, including disbursement of the Common Fund and payment of refunds, class representative service awards, attorneys' fees, and costs.

After considering the various funding options, the City deems it necessary due to the Judgement and in its best interest to provide the funding of the common fund with a combination of $19,282,910 of available unrestricted funds and up to a $60 million taxable draw-down type loan.
The City requested an extension from the Court until April 4, 2022 in order to complete all necessary funding processes and to deposit the funds into the "Common Fund" as directed.

On March 1, 2022 the City Council approve a draw-down taxable loan with Truist Bank for $60 million.

FINDINGS AND CONCLUSIONS:
On October 11, 2021, judgement was granted for the City to Fund a Common Fund in the amount totaling $79,282,910 and must be funded by April 4, 2022.

FISCAL IMPACT:
A combination of $19,282,910 of available unrestricted funds and a bank loan of up to $60 million in taxable draw-down type loans will be needed to fund a Common Fund totaling $79,282,910.
Sources:

265-384-000-000-91-38410	Loan Proceeds	$60,000,000

001-381-000-000-19-38265	Transfer In Bank Loan Series 2022	$60,000,000
001-099-999-513-81-99800	Reserve for Contingencies	($19,282,910)

Uses:

265-099-999-522-81-91001	Transfer to General Fund	$60,000,000
001-099-950-999-81-31020	Professional Services - Legal	$79,282,910

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
N/A

BUDGET RESOLUTION 2022-135

A RESOLUTION AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO TRANSFER FUNDS FROM THE GENERAL FUND RESERVE FOR CONTINGENCIES AND APPROPRIATE LOAN REVENUE TO COVER EXPENDITURES INCURRED AS A RESULT OF A LEGAL JUDGMENT TOTALING $79,282,910

WHEREAS, Florida law provides that the party recovering judgment shall recover all legal cost and charges; and

WHEREAS, on June 19, 2020, the Fifth District Court of Appeals reversed the Trial Court's decision and ruled the City's Fire Fee was an unconstitutional tax; and

WHEREAS, on October 11, 2021, the Court held a hearing on the motion for the City to create a Common Fund; and

WHEREAS, the Court granted Class Representatives' motion for judgement totaling $79,282,910; and

WHEREAS, on March 1, 2022, City Council approved a taxable draw-down loan totaling $60 million; and

WHEREAS, the City has until April 4, 2022 to fund the Common Fund; and

WHEREAS, budget reserves and loan funding will be used to support the unforeseen emergency expenditure incurred in fiscal year 2021-2022 that were a result of judgement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled that the fiscal year 2021-2022 budget be amended as outlined below:

Sources:

265-384-000-000-91-38410	Loan Proceeds	$60,000,000
001-381-000-000-19-38265	Transfer In Bank Loan Series 2022	$60,000,000
001-099-999-513-81-99800	Reserve for Contingencies	($19,282,910)

Uses:

265-099-999-522-81-91001	Transfer to General Fund	$60,000,000
001-099-950-999-81-31020	Professional Services - Legal	$79,282,910

This resolution adopted this _____ day of _____, 2022.

ATTEST: CITY OF OCALA

By: By:
Angel B. Jacobs Ire Bethea Sr.
City Clerk President, Ocala City Council

Approved as to form and legality:

By: _____
Robert W. Batsel, Jr.
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Sandra Wilson
City Manager

File #: 2022-0407 Agenda Item #: 8d.

Submitted By: David Boston

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve Task Work Order #2022-03 for architectural and engineering design services for construction of a SunTran ticket kiosk and restrooms located at Union Station in the amount of $145,088.57

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City's SunTran Station is located at 501 NE First Avenue. The proposed construction is a 1,000± sf building facility that includes a restroom for the public and City employees as well as a ticketing kiosk. The proposed facility will be located in an existing paved parking lot serving SunTran Downtown Transfer Station.

FINDINGS AND CONCLUSIONS:
This task work order will be for the design of architectural and engineering plans required for the SunTran ticket kiosk and restrooms.

FISCAL IMPACT:
This contract will be funded by Public Transportation Grant Agreement #433304-2-94-01 with the Florida Department of Transportation (FDOT), as amended and approved by City Council on January 18, 2022. The FDOT Public Transportation Grant Agreement provides 100% of the funding for the project; no local match is required. This contract will use funds from SunTran grant account 494-050-455-544-54-31010.

PROCUREMENT REVIEW:
The task work order was reviewed by Tiffany Kimball, Contracting Officer.

LEGAL REVIEW:
N/A. Task Work Order.

ALTERNATIVE:

- Approve
- Deny
- Table

Kimley»Horn

INDIVIDUAL PROJECT ORDER NUMBER 2022-03

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Ocala (the "City") in accordance with the terms of the submitted Master Proposal for Continuing Professional Services incorporated herein by reference.

Identification of Project:

Project: Union Station - SunTran Restroom and Kiosk Site Plan

Client: City of Ocala

Project Understanding:

The City's SunTran Station is located at 501 NE 1st Avenue in Ocala, Florida. The proposed construction is a 1000± sf building facility that includes a restroom for the public and City employees as well as a ticketing booth (Kiosk). The proposed facility is located in an existing paved parking lot serving SunTran Downtown Transfer Station. With the above in mind, we have prepared the following scope of services.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Conceptual Plan

A. Kimley-Horn will prepare a Conceptual Site Plan with a proposed 1000± sf building. Based on the information we have gathered to date from the City, the location of this building is to be on the most southern existing bus parking as shown on the attached **Exhibit A**. The bus parking will need to be relocated as applicable and as directed by the City. Kimley-Horn will revise the layout plan one time in response to review comments from the Client. Kimley-Horn will attend one progress meeting with City of Ocala Staff to discuss the project.

Task 2 - Surveying Services

Kimley-Horn will procure the following survey services through Echezabal and Associates, Inc., a subconsultant. The limits of the survey services will be as described on the attached subconsultant scope of services.

A. Surveyor will establish horizontal and vertical points.

   1) State Plan Coordinates (Florida west zone)

   2) Vertical datum – NAVD-88

B. Surveyor will provide a boundary survey.

C. Surveyor will provide a topographic survey with the following:

   1) Topography with 100' overlap, 1' contour intervals, and spot elevations

   2) Locations of existing improvements and visible utilities

   3) Locations of trees 4" or larger within boundary.

Task 3 – Architectural Plans

Kimley-Horn will procure the following architectural services through ACAI Associates, Inc., a subconsultant, as described in attached fee proposal.

A. Design Services

B. Post Design Services

Task 4 – Mechanical, Engineering, Plumbing (MEP) Engineering Services

Kimley-Horn will procure the following MEP services through VoltAir Consulting Engineers, Inc., a subconsultant, as described in attached fee proposal.

A. Design HVAC system for interior spaces.

B. Design lighting, lighting controls, and power distribution.

C. Design Plumbing systems for bathrooms.

D. Design raceway need for low voltage system.

Task 5 – Civil Site Design and Permitting

A. Kimley-Horn will prepare civil engineering infrastructure plans for the Project improvements. The plans will assume a single phase of construction activities.

B. Kimley-Horn will prepare an application to the City of Ocala for minor site plan approval. Materials needed for application to the City that are outside of Kimley-Horn's scope of services will be provided by the Client.

C. Kimley-Horn will provide responses to up to two rounds of comments from City staff regarding the construction plan application.

D. Kimley-Horn will prepare one Exemption Application to the St. Johns River Water Management District (SJRWMD) and respond to one review comment letter.

E. Kimley-Horn will prepare one set of final site plans and permits for delivery to the Client. This Agreement does not include bid packages or bid administration, but these can be provided as an Additional Service if requested by the Client.

Task 6 – Limited Construction Phase Services

During construction of the Project Kimley-Horn will provide the construction phase services specifically stated below. This scope assumes that the City will assign a full time construction project manager from their staff that will oversee the day-to-day management of the project during construction.

A. *Pre-Construction Conference*. Kimley-Horn will attend a Pre-Construction Conference prior to commencement of construction activity.

B. *Visits to Site and Observation of Construction*. Kimley-Horn will make up to eight (4) visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation.

C. Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques,

equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

D. *Clarifications and Interpretations*. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.

E. *Shop Drawings and Samples*. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

F. *Substantial Completion*. Kimley-Horn will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

G. *Final Notice of Acceptability of the Work*. Kimley-Horn will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn.

F. Following completion of all work, and receipt of signed and sealed as-built surveys and testing reports, Kimley-Horn will prepare agency permit certifications to the following agencies and submit them for processing:

1) City of Ocala

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement, though they can be provided upon request of the Client and execution of a contract amendment:

1. Signage design
2. Traffic Study
3. Off-site improvements design & permitting
4. Geotechnical Engineering
5. Landscape architecture services beyond the "code minimum" requirements
6. Construction phase support beyond the scope described above
7. Any professional design service not specifically described in the above scope of services is not included in this Agreement.

ADDITIONAL SERVICES

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

RESPONSIBILITIES OF THE CITY

In addition to other responsibilities set out in this IPO, the City shall:

1. Provide available documents or plans related to the SunTran Station to aid analysis and development of recommendations and construction plans.

2. Provide access to the project area.

SCHEDULE

Kimley-Horn will begin services upon receipt of an executed IPO. This authorization can be in the form of an email from the City Engineer. The above services will be provided as expeditiously as practicable to meet a mutually agreed upon schedule.

FEE AND EXPENSE

Kimley-Horn will complete the above scope of services for the lump sum fees detailed below, inclusive of office overhead expenses. The cost for services is provided in Table A and a breakdown of fee by task is as follows:

Task Description	*Lump Sum Fee*
Task 1 – Concept Plan	
Task 2 – Surveying Services	
Task 3 – Architectural Plans	
Task 4 – MEP Engineering Services	
Task 5 – Civil Site Design and Permitting	
Task 6 – Limited Construction Phase Services	
Total:	**$145,088.57**

Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided. Approval from the City shall be required for all invoiced travel expenses and meetings.

Attachments: EXHIBIT A; TABLE A; ACAI Associates, Inc. Proposal/Fee, Echezabal and Associates, Inc. Proposal/Fee; Voltair, Inc. Proposal/Fee

ACCEPTED:

THE CITY OF OCALA, FLORIDA

By:_____

Title:_____

Date:_____

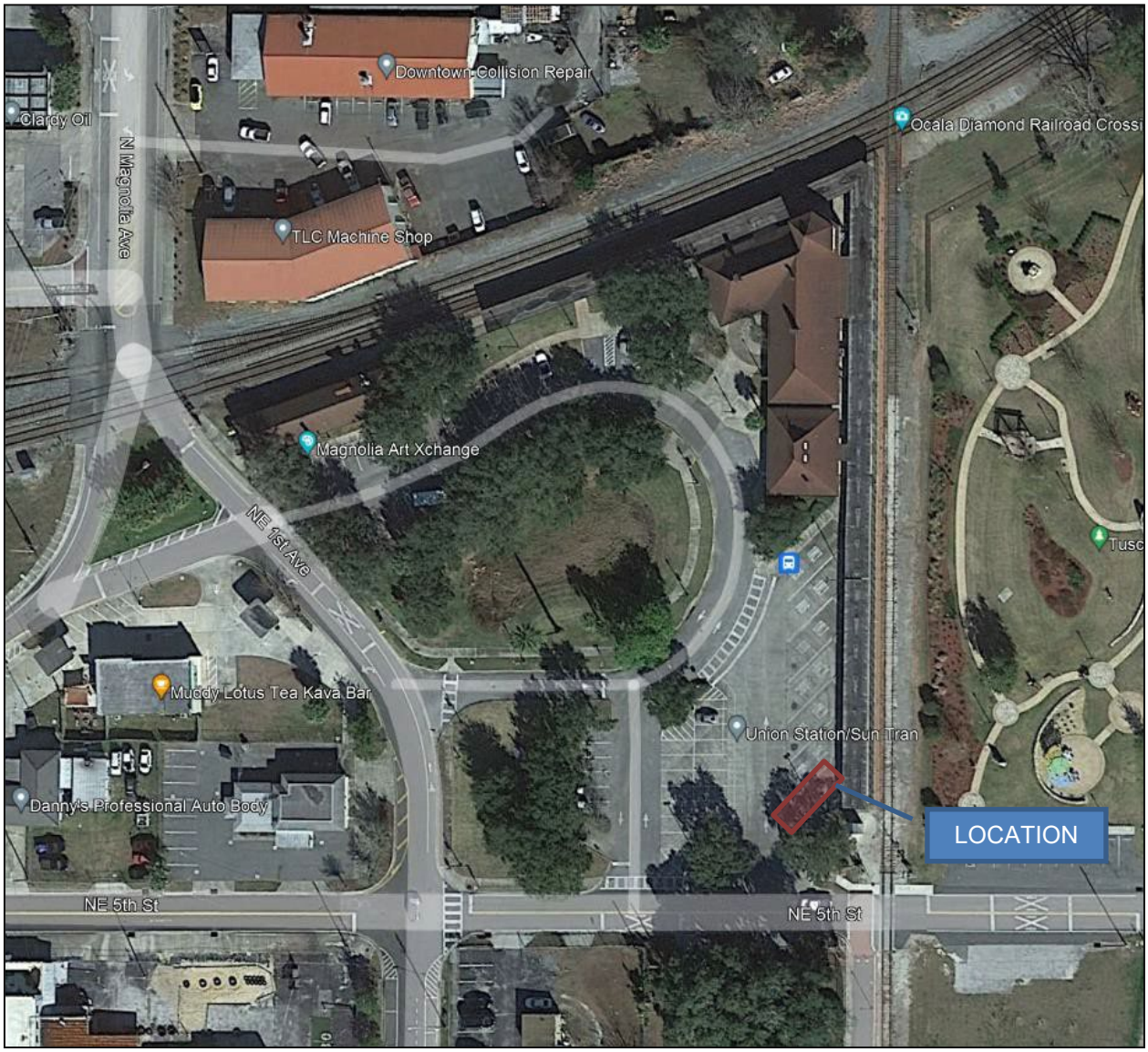
KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Richard V. Busche, PE

Title: Senior Vice President

Date: January 20, 2022

EXHIBIT A


Downtown Collision Repair
Clardy Oil
N Magnolia Ave
Ocala Diamond Railroad Crossi
TLC Machine Shop
Magnolia Art Xchange
NE 1st Ave
Muddy Lotus Tea Kava Bar
Union Station/Sun Tran
Danny's Professional Auto Body
LOCATION
NE 5th St
NE 5th St

Kimley»Horn

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: UNION STATION SITE PLAN
CLIENT: CITY OF OCALA

SHEET: 1 of 1
DATE: JAN 2022

		DIRECT LABOR (MAN-HOURS)									
		Chief Engineer 1	Chief Engineer 2	Senior Planner	Engineer 1	Chief Designer	Engineering Intern	Secretary/ Clerical	LABOR HOURS	SUB ($)	LABOR TOTAL
NO.	DESCRIPTION	$ 308.47	$ 336.76	$ 198.76	$ 164.64	$ 170.09	$ 124.70	$ 93.96			
1	Concept Plan	4	1	4	10	4	8	2	33.0		
2	Surveying Services	1	1	4	6	4	10	2	28.0	$ 13,800.00	
3	Achitectural Plans	10	4	10	10	8	10	4	56.0	$ 45,500.00	
4	MEP Engineering Services	4	1	4	4		10	4	27.0	$ 18,726.00	
5	Civil Site Design and Permitting	8	8	4	30	40	40	10	140.0		
6	Construction Phase Services	8	8	4	8	4	60	20	112.0		
		35	23	30	68	60	138	42			
		$10,796.45	$7745.48	$5,962.80	$11,195.52	$10,205.40	$17,208.60	$3,946.32			$67,062.57
									SUB TOTAL:	**$ 78,026.00**	**$ 67,062.57**
										GRAND TOTAL:	**$ 145,088.57**

ACAI associates, inc. 2937 W. Cypress Creek Rd. | Suite 200 | Fort Lauderdale, FL 33309

January 7, 2022 Via e-mail: Ryan.Suarez@kimley-horn.com

Ryan Suarez, AICP
Kimley-Horn
655 North Franklin Street, Suite 150
Tampa, FL 33602

Re: Suntran Restroom/Customer Service Kiosk
City of Ocala, Florida
ACAI Project No. SA2452.01

Dear Ryan:

As requested, ACAI Associates, Inc. (ACAI) is pleased to provide you with the following proposal for Design and Post Design Services related to the development of Architectural and Structural plans for a new, approximately 1,000 SF, restroom/ customer service building located at Suntran/Union Station, 501 NE 1st Ave., Ocala, FL- the Project.

It is our understanding the new facility is to include 1 restroom for staff and 2 restrooms for the public along with a customer service area for ticket sales. We also understand the services to be provided include Architectural and Structural only and that all other disciplines will be provided by others.

Design Services **$25,000**

- Obtain site survey from KHA identifying the specific location for the new building.
- Develop 30% plans for review and comment by the Owner
- Complete 100% plans and specifications for permitting and bidding.
- Coordinate with MEP, Structural and Civil Engineering provided by KHA.
- Coordinate the design of the new building including the selection of interior finishes and paint colors with the Owner.

Post Design Services **$18,500**

Permitting and Bidding

- Provide plans to the client for bidding and permitting
- Respond to Building Department comments
- Respond to RFI's from contractors
- Review bids received from contractors

Services during Construction

- Review Shop Drawings – includes (1) initial review and (1) resubmittal
- Respond to RFI's
- Site visits- up to (4) site visits that includes (1) punch list walkthrough at Substantial Completion

Ryan Suarez, AICP
KIMLEY-HORN
Suntran AMF Renovation
ACAI Project No. SA2452.01
January 7, 2022

Expenses (Allowance) **$ 2,000**

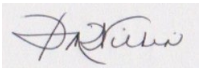
Qualifications

- Services include Architectural and Structural only.
- Plans to be submitted at 30% completion for review and approval by the client and at 100% for plan review/permitting.
- Consulting services beyond the scope of work identified herein including attending meetings related to public hearings, planning and zoning, environmental impact assessments, etc are excluded.
- Order of magnitude cost estimates are not included.

Our Lump Sum fee for the above scope of work is **Forty Five Thousand Five Hundred Dollars ($45,500.00)** which includes an allowance of $2,000.00 to cover any expenses including travel and printing.

We appreciate the opportunity to work with you on this project. Should you find this proposal acceptable, please provide the necessary authorization to proceed.

Sincerely,
ACAI ASSOCIATES, INC.



Donald Wilkin, RA
Sr. Principal

DMW/dw

Cc: File – ACAI Associates, Inc./JS

S:\Sales\Sales Folders\SA2452 OcalaTransit-Related Design Services\Potential Task Assignment\Bathroom-Kiosk\Suntran Restroom-Kiosk Building Fee Prpsl 1.7.22.docx

ECHEZABAL & ASSOCIATES, INC.
Surveying & Mapping

108 W. Country Club Drive, Tampa, FL 33612, Phone: 813-933-2505
2430 Estancia Blvd., Suite 202, Clearwater, FL 33761, Phone: 727-796-8740
1609 S. S.R. 15-A, Suite 7, Deland, FL 32720, Phone: 386-736-1030

December 9, 2021

Mr. Ryan Suarez, AICP
Kimley-Horn
655 North Franklin St., Suite 150
Tampa, FL 33602

RE: City of Ocala SunTran Union Train Station
City of Ocala 25 Bus Stop Locations City Wide

Ryan,

Thank you for the opportunity to submit a proposal for the above referenced projects. As per your email dated December 2, 2021, the exhibit shown within, and our tel-con December 9, 2021, we understand the scope of services and below is the fee schedule and services we will provide:

Survey Scope SunTran Union Train Station:

1. Topographic and Boundary Survey to be performed to "Standards of Practice" for land surveying in the State of Florida per F.A.C. Chapter 61-G-17.006.
2. Limits of survey will be as shown on attached Exhibit.
3. Provide location of all existing improvements and show on map of survey (including poles, building, curbs, paving, concrete slabs, storm inlets, manholes, etc.) within specified site area. Above ground evidence of utilities to be located within specified project area and shown on map of survey.
4. Locate storm structures and waste water manholes and obtain invert information.
5. Provide a drawing file (Civil 3D) and signed and sealed copies of the topographic survey.
   Lump Sum fee: $ 13,800.00.

Survey Scope 25 Bus stop locations:

1. Topographic Survey to be performed to "Standards of Practice" for land surveying in the State of Florida per F.A.C. Chapter 61-G-17.006.
2. Limits of survey as per exhibits or plans, from right of way to right of way.
3. Provide location of all existing improvements and show on map of survey (including poles, building, curbs, paving, concrete slabs, storm inlets, manholes, etc.) within specified site area. Storm drainage info will be included.
4. Above ground evidence of utilities to be located within specified project area and shown on map of survey.
5. Locate storm structures and obtain invert information.
6. Obtain ground elevations on 50' grid and grade- breaks. Elevations to be referred to NAVD 1988 datum.
7. Obtain sufficient right of way information and depict on topographic survey.
8. Provide a drawing file (Civil 3D) and signed and sealed copies of the topographic survey.
   The fee for Each bus stop location will be $ 2700.00 each for a total **Lump Sum fee of $67,500.00.**

Miscellaneous Engineering Design Surveys:

1. Obtain additional survey information as needed for out-of-scope design needs.
   Lump Sum fee of $4000.00.

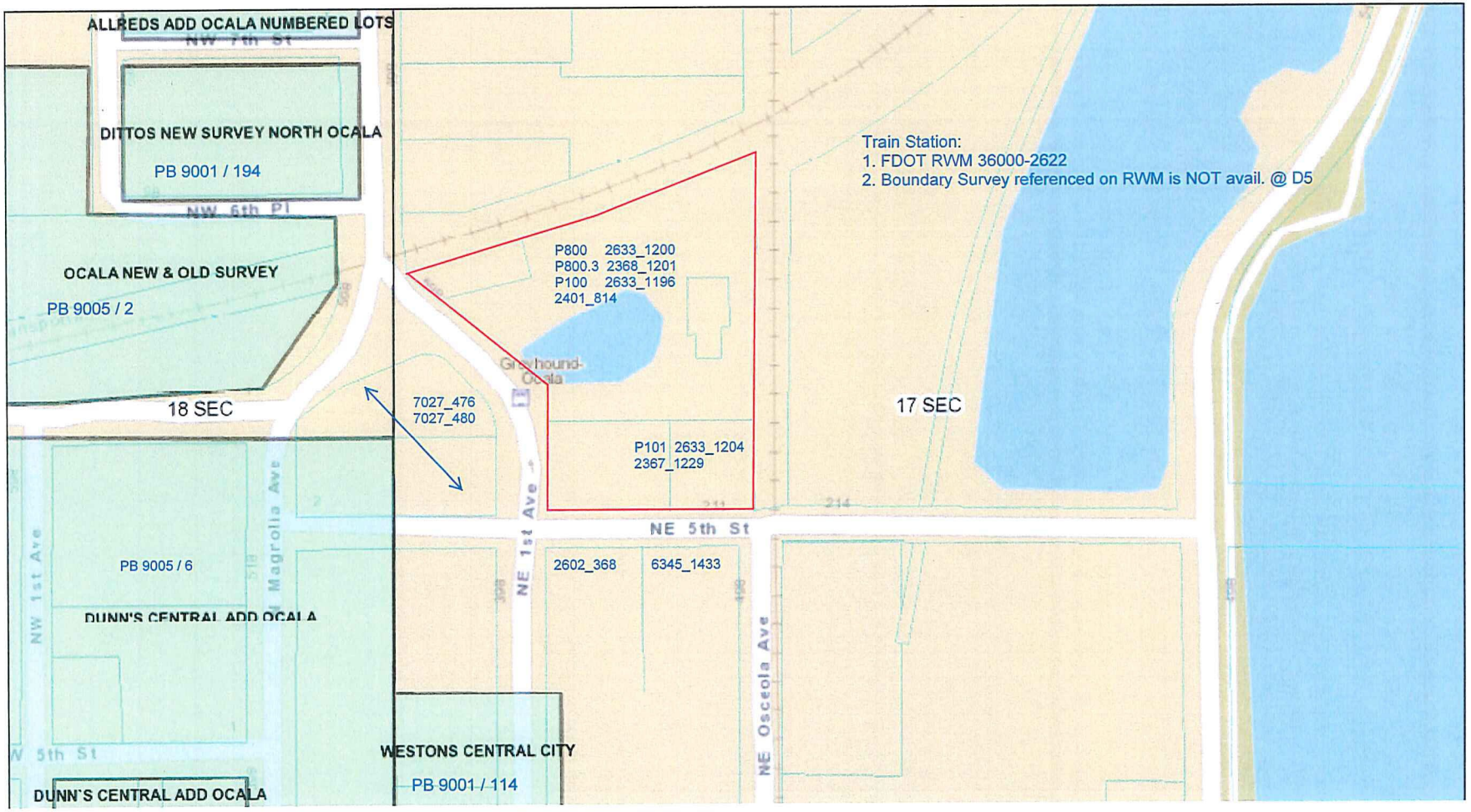
If you have any questions or concerns, please, do not hesitate to give me a call or email.

Respectfully,

Stephen Tate, PSM, President
Ph: 813-933-2505
E: state@echezabal.com

21064.01 City of Ocala SunTran Union Train Station

17-15-22



January 7, 2022

VIA E-mail: Ryan.Suarez@kimley-horn.com
Ryan Suarez
655 North Franklin Street, Suite 150,
Tampa, FL 33602

Project: Restroom Facility and Customer Service Kiosk

Subject: MEPT Engineering Services

Ryan:

VoltAir, Inc. (VoltAir) is pleased to submit the following fee proposal to provide mechanical, electrical, plumbing, Technology engineering design and construction administration services for the above referenced project.

BASIS OF PROPOSAL

Our proposal is based on your December 23, 2021 email to us, which provided project summary and project location. Included in our scope of work is the following:

New bathroom facility and customer service kiosk approximately 1000 sq/ft;

- Design HVAC system for interior spaces.
- Design lighting, lighting controls and power distribution.
- Design Plumbing systems for bathrooms.
- Design raceway need for low voltage system.

SCOPE OF BASIC SERVICES

VoltAir's scope of basic services will include all engineering services as described above in BASIS OF PROPOSAL and as such engineering services are required to perform the Project Phase deliverables described below.

1. 90% Construction Documents
2. 100% Construction Documents
3. Construction Administration

All of the above design phases will include all or part of the following engineering effort as is appropriate to the level of detail and analysis that is required of the particular design phase.

- The mechanical, electrical and plumbing (MEP) construction documents indicating the required work will include coversheet(s), plan layouts, schedules, diagrams, details, and risers. These construction documents will be suitable for permitting of the work and will provide the level of detail required to perform the work. Specifications in "book" format or on the drawings will be included with these construction documents
- Mechanical engineering services will consist of the design for the heating, ventilation and air conditioning (HVAC) systems within building, including load calculations, equipment selections, schedules, controls, drawings and specifications.
- Electrical engineering services will consist of the design for the power and lighting systems associated with building, including load calculations, riser diagrams, luminaire schedule, drawings and specifications.
- Plumbing engineering services will consist of the design for the plumbing systems within building, including load calculations, drawings, schedules and specifications.
- Information Technology, limited to raceway for low voltage systems.
- Construction Administration (CA) services will include: responses to RFIs, shop drawing reviews and Final Completion observation visit. Additional site visits if required will be billed hourly as an additional service.

Services not part of the Basic Scope of Services include, but are not limited to, the following:

- Fire protection engineering services.
- Fire alarm engineering services.
- Utility power distribution design.
- Site lighting design.
- Design for multiple phases of construction.
- Significant revisions to documents after first submission that will result in redesign expenses.
- Lighting systems commissioning. This is available as an Additional Service from VoltAir or by an independent third-party Commissioning Authority (CxA).
- Detailed or binding cost estimates.
- Electrical coordination study or Arc Flash Analysis. This is available as an Additional Service.
- Document reproduction beyond those required for in-house coordination and submittals
- LEED Design and Consulting Services or online template documentation. No services are included in this proposal to provide any services necessary to perform any project work to comply with LEED requirements for the purposes of obtaining any LEED certification. If at any time beginning with acceptance of this proposal a decision should be made by Owner and/or Architect that the Project should be designed to attain any LEED certification, VoltAir will provide such LEED related services as an Additional Service for all or part of those buildings of the Project for which VoltAir is providing MEPF services.
- Site/civil work or surveys related to the exterior MEPF systems that would interface with the new work. This includes lift stations and irrigation well design or controls, (a single point electrical connection to a control panel is included under the basic electrical scope).

OTHER CONDITIONS

Change in Project Scope and Cost:
VoltAir understands that -- as the design is developed in coordination with the entire Architect/Engineer team to improve and further clarify the construction scope -- the final project construction budget may change (with Owner approval) to accommodate an enhanced or lesser scope than the originally anticipated construction budget. If the Owner chooses to provide funding for an enhanced scope of work that significantly exceeds the original scope and construction budget, then any design services provided by VoltAir which are appropriate and/or necessary to accommodate such increase in scope shall be renegotiated between VoltAir and the Client, and compensated to VoltAir as an Additional Service.

Construction Document Specifications: Reference within this proposal to “specifications” and/or “technical specifications” as part of contract document deliverables is intended to mean that VoltAir will provide the technical descriptions of materials, methods, systems and equipment in the format of either (A) CSI formatted specification sections to be issued as part of a Project Manual or (B) as detailed information included on the Drawings in specific drawing sheets designated for this descriptive information. Whether (A) or (B) is provided will be the Client’s option.

AutoCAD or Revit:
For electronic document production, VoltAir presumes the Client will provide electronic site/architectural background information (files), which will include demolition and new construction work, a reflected ceiling plan, equipment locations, and all other items required to allow VoltAir to provide a complete and functional design. VoltAir will produce electronic drawing files in AutoCAD or Revit format and assumes background files or Revit models to be in the same format.

ADDITIONAL SERVICES

Additional services, when requested in writing by the Client, shall be performed as a negotiated lump sum fee unless otherwise mutually agreed.

VoltAir shall submit the estimated additional services cost for approval and authorization prior to proceeding with additional services.

FEE

We propose to provide the above-described basic scope of services for a lump sum fee of **Eighteen-Thousand, Seven-Hundred and Twenty-Six Dollar ($18,726.00)**.

This fee is allotted as follows:

• 90% Construction Documents	$ 9,572.00
• 100% Construction Documents	$ 3.298.00
• Construction Administration	$ 5.856.00
Total:	**$18,726.00**

Billing will be aligned with the Client's phases and percentages as outlined in the Client's agreement with the Owner with such agreement being provided to VoltAir for compliance. If this directive is not given to VoltAir, then other mutually agreed protocol will be followed; otherwise, billing will be monthly based upon percentage of services completed for the appropriate project phase, plus reimbursable expenses. Payment is due within 30 days of receipt of invoice.

EXPENSES, NORMAL AND REIMBURSABLE

Expenses for normal travel between offices, reasonable plotting and printing associated with the design effort and similar routine expenses are included in the fee. Reimbursable expenses in excess of normal expenses will be as an additional service and will include all out of Tampa, Florida city limit travel-related costs, with the exception for the included single site visit, (mileage and meals), plotting and printing (except as required for in-house coordination), courier services, shipping and express mail. Such additional reimbursable expenses will be billed at 1.1 actual costs to account for handling.

If this proposal is acceptable, your signature below will confirm our authorization to proceed. Please retain one copy and return one copy to VoltAir.

We sincerely appreciate the opportunity to provide you with this proposal and look forward to working with you on this and future projects.

Please let us know if you have any questions or comments.

Sincerely,



Julius D. Davis, P.E., LEED AP
President & CEO

Approved and Accepted By:

Kimley-Horn

_____

Name

_____

Title

_____

Signature and Date

Copy:

Gerald A. Crnkovich, P.E., Director of Electrical Engineering
Kenneth L. Roberts, Director of Mechanical Engineering
Roz Winston, Director of Marketing
Linda Porter, Director of Business Development
Aaron Joseph, Bryan Zemina
cfile

CONTRACT# 210172

CITY OF OCALA
CONTRACT WORK ORDER

WORK ORDER NO. # SUNTRAN 03

EFFECTIVE DATE: 3/16/2022

Contracting Officer
Approval/Initials

Project Title: Transit Related Design, Engineering and Architectural Services for the construction of a new 1,000 sf +/- facility with restrooms and a ticketing kiosk located at the Ocala Train Station's bus transfer area.

To: *Kimley-Horn & Associates, Inc.*
101 East Silver Springs Blvd.
Ocala, FL 34471

Vendor Number 1530

Attn: *Richard Busche, PE*

FUNDING SOURCE: **FDOT PTGA Grant**

EXPENDITURE ACCOUNT NUMBER: **494-050-455-544-54-31010**

In accordance with your executed City Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **$145,088.57**

Requested By: _____ **Date:** 3/8/2022
Department Director

Approved By: _____ **Date:** _____

City Council President, Ire Bethea, Sr.

File #: 2022-0408 Agenda Item #: 8e.

Submitted By: Susan Dobson

Presentation By: Michael Balken

Department: Police

STAFF RECOMMENDATION (Motion Ready):
Approve contract with Blackwater Construction Services, Inc. for the renovation and expansion of the Ocala Police Department 911 Communication Center in the amount of $306,772

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place.

PROOF OF PUBLICATION:
Bid released to the public: 1/06/2022; Newspaper ad: 1/06/2022

BACKGROUND:
The Ocala Police Department (OPD) needs to expand the Communication Center to make room for the additional personnel needed to adequately cover the shifts. The current setup and size of the Communication Center does not accomplish this need. OPD needs to expand the Communication Center with the addition of Fire Dispatch and additional dispatchers due to the growth of the community. This expansion will double the number of consoles from 10 to 20 and will provide room for additional personnel and backup stations for disaster preparedness.

FINDINGS AND CONCLUSIONS:
On January 6, 2022, the Procurement Department issued ITB# OPD/211131: 911 Dispatch Center Renovation. Nine companies attended the mandatory pre-bid meeting and one bid was received on February 17, 2022, from Blackwater Construction of Ocala. All contractor and sub-contractor employees working on-site are required to have Level II background checks.

Bidder Name	Office Location	Lump Sum Amount
Blackwater Construction Services, Inc.	Ocala, FL	$ 306,772.00

Police and public safety will be greatly enhanced by the expansion of the Ocala Police Department

Communication Center.

FISCAL IMPACT:
The total cost of the expansion project is $1,089,794, which includes $264,449 for construction and $793,345 for consoles, mapping, phones, computers, radios, and licensing, along with an accompanying budget resolution on the same agenda to transfer $32,000 from reserves to construction. Funds are currently budgeted in accounts 120-018-835-521-66-64010 and 120-018-835-521-69-65010.

PROCUREMENT REVIEW:
The solicitation has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
Table for further discussion.

CONSTRUCTION SERVICES AGREEMENT FOR 911 DISPATCH CENTER RENOVATION

THIS CONSTRUCTION SERVICES AGREEMENT FOR 911 DISPATCH CENTER RENOVATION ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **BLACKWATER CONSTRUCTION SERVICES, LLC**, a limited liability company duly organized and authorized to do business in the State of Florida (EIN: 82-2712584) ("Contractor").

R E C I T A L S :

WHEREAS, on January 6, 2022, City issued an Invitation to Bid ("ITB") for the renovation of the Ocala Police Department's 911 Dispatch Center, ITB No.: OPD/210773 (the "Solicitation"); and

WHEREAS, one (1) firm responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Blackwater Construction Services, LLC was found to be the lowest; and

WHEREAS, Blackwater Construction Services, LLC was chosen as the intended awardee to provide construction services for the renovation of the Ocala Police Department's 911 Dispatch Center (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

T E R M S O F A G R E E M E N T :

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the bid submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement, if any. Each of these documents are incorporated herein by reference for all purposes.

   If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-7)
Exhibit B: Project Schedule (B-1)
Exhibit C: Noise and Dust Control Plan (C-1)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C.

B. **Project Specifications**: This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water, and Sewer Infrastructure" available at: https://bidocala.com/wp-content/uploads/City-of-Ocala-Standard-Specifications-for-Construction-5.21.21.pdf

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor a lump sum amount of **THREE HUNDRED SIX THOUSAND, SEVEN HUNDRED SEVENTY-TWO AND NO/100 DOLLARS ($306,772)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.
   A. **Monthly Progress Payments**: The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.
   B. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
   C. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit an original invoice through the responsible City Project Manager at: **Ocala Police**

Department, Attn: **Steve Chojnacki, 402 S. Pine Avenue, Ocala, Florida 34471**, E-Mail: schojnacki@ocalapd.org.

D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

E. **Retainage.** City shall withhold an amount equal to **FIVE PERCENT (5%)** of each monthly progress payment as retainage to secure Contractor's full and faithful performance of its obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.

F. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
   A. Contractor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Contractor be allowed to lag behind.
   B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within TWO HUNDRED SEVENTY (270) days of the start date indicated on the Notice to Proceed and ready for final payment within THIRTY (30) days of substantial completion**.
   C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.
   D. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
   E. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

6. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE THOUSAND, SIX HUNDRED NINETY-FOUR AND NO/100 DOLLARS ($1,694)** per day for each calendar day of unexcused delay in achieving Substantial

Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **TWO HUNDRED AND NO/100 DOLLARS ($200)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.

B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

C. **Non-Cumulative**. The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.

D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

7. **MAINTENANCE AND GUARANTEE BOND.** Prior to final payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **TEN PERCENT (10%)** of the total

project value, for a period of **TWO (2) YEARS** for labor and **TWO (2) YEARS** for materials from the date of final completion. Forms can be found at: http://bidocala.com/vendor-resources. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Agreement.

8. **PUBLIC CONSTRUCTION BOND.** As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **THREE HUNDRED SIX THOUSAND, SEVEN HUNDRED SEVENTY-TWO AND NO/100 DOLLARS ($306,772)** as security for the faithful performance of the work as required and set forth in **Exhibit A – Scope of Work** within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein. Forms can be found at: http://bidocala.com/vendor-resources/.
9. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
    A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
    B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
10. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

11. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

(2) Contractor provides material that does not meet the specifications of the Agreement;

(3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

(4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
   (1) City shall be entitled to terminate this Agreement without further notice;
   (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
   (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
   (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) placing a claim against the public construction bond; or (iii) any other remedy as provided by law.

D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

12. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

13. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **TWO (2) YEARS** from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **TWO (2) YEARS** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.
14. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
15. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
16. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

    A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
    C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the

convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
    C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
    E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
    F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible

for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.

G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

18. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
19. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.

B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.

20. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
21. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.** City has the authority to stop work or to suspend any work.

22. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Contractor with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Contractor's commercial automobile liability insurance policy must name, as additional insured, the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers.
23. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal injury, and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for contractual liability, products and completed operations, independent contractors, and property in the care, control or custody of the Contractor.
    C. Contractor's commercial general liability insurance policy shall include Endorsement CG 20 10 11 85, or equivalent, naming as an additional insured the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.
24. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Contractor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability coverage in amounts required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this Project. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the contractor shall provide and cause each subcontractor to provide adequate insurance satisfactory to the City for the protection of its employees not otherwise protected.

25. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided**. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

B. Deductibles. Contractor is responsible for paying any and all deductibles or self-insured retention. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld.

C. Certificates of Insurance. Contractor shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of A-V or greater. Renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, Florida 34471, E-Mail: vendors@ocalafl.org** prior to the policy expiration.

D. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

E. Severability of Interests. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to be endorsed to include a severability of interests/cross liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

F. Mandatory Endorsements for All Required Policies. All required policies shall include: (i) endorsement that waives any right of subrogation against the City of Ocala for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act; and (ii) endorsement to give the City of Ocala no less than **THIRTY (30)** days written notice (with the exception of non-payment of premium which requires a **TEN (10)** calendar day notice) in the event of cancellation or material change.

26. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

27. **TRAFFIC CONTROL AND BARRICADES.** Contractor shall mitigate impact on local traffic conditions to all extents possible. Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
    A. In addition to the requirements set forth in bid, Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
    B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to Contractor.

28. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus

materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

29. **CONSTRUCTION SURVEY LAYOUT.** The work to be performed pursuant to survey work provided by City shall be completed as necessary to establish all proper alignments, right of way, easements, benchmarks, elevations and grade stakes to complete all phases of this Contract. Contractor shall immediately bring to City's attention any survey issues that would impede the Contractor's completion of the work. The work performed pursuant to survey work at the Contractor's expense pursuant to this Agreement shall be prepared by a licensed surveyor and provided to the City. Any survey issues with these surveys that would impede the Contractor's completion of the work shall immediately be brought to the City's attention. If additional or corrective survey work is required, it shall be at Contractor's expense.

    The City Engineer/City Project Manager shall establish a number of benchmarks on the project which in their opinion will enable Contractor to perform the work. If Contractor shall remove or destroy any stake, marker or benchmark on the work without first having secured the approval of the City Engineer/City Project Manager, such stake, or benchmark shall be re-established by and at Contractor's expense. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operations, and replace same if undermined. Corner locations known by City will be made available to Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.
30. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
31. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies

to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

32. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

33. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

34. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

35. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

36. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor

shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

37. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE

OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

38. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
39. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
40. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
41. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
42. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
43. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
44. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless

from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

45. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

46. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Blackwater Construction Services, LLC Attention: Derek Dykes 2815 SE 30th Street Ocala, Florida 34471 Phone: 352-372-7220 Email: derek@blackwatercsllc.com
If to City of Ocala:	Tiffany Kimball, Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8366 Fax: 352-690-2025 E-mail: tkimball@ocalafl.org
Copy to:	Robert W. Batsel, Jr., Esquire Gooding & Batsel, PLLC 1531 SE 36th Avenue Ocala, Florida 34471 Phone: 352-867-7707 E-mail: rbatsel@lawyersocala.com

47. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

48. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

49. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

50. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal

proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

51. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
52. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
53. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
54. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
55. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
56. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
57. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
58. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be

relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

59. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:	**CITY OF OCALA**
_____	_____
Angel B. Jacobs City Clerk	Ire Bethea, Sr. City Council President
Approved as to form and legality:	**BLACKWATER CONSTRUCTION SERVICES, LLC**
_____	_____
Robert W. Batsel, Jr. City Attorney	
	_____ (Printed Name)
	_____ (Title)

BACKGROUND

1. Contractor shall demolish and remodel the Ocala Police Department's 911 Dispatch Center located at 402 S. Pine Avenue, Ocala, FL 34471.
2. All work shall be coordinated with City Project Manager, Steve Chojnacki, 352-427-3239, e-mail: schojnacki@ocalapd.org.
3. The Plan Set for this project is excluded from public records.

BACKGROUND CHECK REQUIREMENTS

1. **Level II Background Check Requirement:** Contractor employees and all subcontractors working on-site must complete a Level II background check. Background checks shall be scheduled with the City of Ocala Project Manager and will be conducted by the Ocala Police Department.

PERMIT REQUIREMENTS

1. **Permits Required:** Contractor shall be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
   - Building
   - Plumbing
   - Electrical
   - Mechanical
2. **Estimated Permit Allowance Cost:** The estimated permit costs are **$793.34**.

PROJECT DETAILS AND ADDITIONAL DETAILS OF NOTE

1. Demolition and remodel shall be completed per Plan Set.
2. Second U.P.S. with panel box located in room 168 is required for new workstation (not on Plan Set); label panel as U-3.
3. Wall finish will match wall texture throughout the OPD building.
4. Paint will be Sherwin Williams 200 gloss #1256, color match to the area.
5. Old room #171, 234,177,176: remove/re-pipe Ansul fire system piping and reinstall in newly numbered rooms per fire code.
6. The room numbers and wall plates for all room numbers shall be reinstalled and/or new ones made where needed.
7. All door jambs repainted S/W #OPD blue door jamb.
8. All interior carpet shall be protected from outside of the building to the construction work areas inside OPD building. If carpet is damaged in anyway, Contractor shall replace at no cost to the City. Replacement carpet will have a uniform appearance when the project is completed.
9. The door jamb for room 166A must be removed and the wall closed so room 166 can remain operational for training.
10. Room 167 must be done at the same time with room 166A to keep Supervision office operational until project completion.

11. The carpet in room 173 will be replaced with matching carpet – Milken Opel Pearl 36"x36" carpet panels with action back traction glue.
12. Add sound canceling material and fans during construction in and around room 175.
13. **OPD shall provide approx. 300 yards of carpet and contractor shall provide required amount to complete the project.**
14. All fire protection by code, building/water and Ansul/Energen, reengineered if needed.
15. Any interior door damaged during construction shall be replaced with the same style, quality and color by the contractor at no cost to the City.
16. OPD has no vinyl base in stock.
17. Replace/repair ceiling grid work and tiles to match color layout in all construction areas, if needed.
18. Ceiling tile 24"x24".
19. Base board vinyl Johnsonite # Navy.
20. Sherwin Williams paint series 200, paint code #1256 and 2004 gloss, depends on areas.
21. Smooth drywall finish to match existing walls.
22. If not enough free breaker space, contractor will install new sub-panel, for G-3, N-3, U-2, G-5, N-6 and U-2.
23. Add new U.P.S for building at new workstation in new room 175, unit located in room 168.
24. New and existing electrical circuits must be 20 amp per electric code.
25. New/used circuit breakers shall be clearly marked on electrical panels and Plan Set.

PHONE/DATA

1. Two (2) wall jacks in each room.
2. Two (2) locations per new offices, includes 1-CAT6e for phone and 2 CAT6e for data.
3. Phone line will be terminated in room 168.
4. Data lines will be terminated in room 187.
5. Rewire 120v outlets to generator, UPS3, UPS2, and bldg. electrical panels.
6. Remove all window frames and glass.
7. Cut wall down to same height as east and south walls.
8. Finish wall top with 6" wide painted 1" thick board.
9. Install matching raise floor system (height as currently located in new room 175)
10. **Each new station requires under floor power to be brought up into CPU cabinet (install receptacles), including the following items:**
    - **Building electric, beige.**
    - **Generator electric red.**
    - **UPS power 1, gray**
    - **UPS power 2, gray.**

- **4 cables-CAT6e from CPU to IT server room 187**
- **4 cables-CAT6e from CPU to phone/Radio server room 168.**

DELIVERABLES AND WORKING HOURS

1. **Deliverables:**

   A. The Contractor shall provide a construction schedule, phasing plan and explanation on how they will minimize noise and dust disruption while completing the work. ***NOTE: The dispatch center is in continuous operation 24-hours per day, 7 days a week.*** **However, 911 operators shall be relocated off-site for a period of at least four (4) weeks and no more than six (6) weeks. The timing of this relocation shall be agreed to in advance by the City Project Manager, the Ocala Police Department, and Contractor.**

   B. Contractor must provide as-built drawings for mechanical, electrical, fire safety (Ansul) system, and plumbing. Deliverables shall be accepted by the City of Ocala Project Manager before payment for such work.

2. **Working Hours:**

   A. The normal/standard working hours for this project are 7:00 AM – 4:00 PM Monday through Friday, excluding holidays. While 911 operators are located off-site, the normal/standing working hours are 7:00 a.m. to 5 p.m., Monday through Friday, excluding holidays.

   B. Contractor shall provide (forty-eight) 48-hour advance notice to City Project Manager for work outside normal shift hours. No weekend work allowed unless preapproved. City may decline this request.

CONSTRUCTION FACILITIES

Contractor shall submit the following administrative submittals to the City prior to issuing the Notice to Proceed:

1. Copies of permits and approvals for construction.
2. Temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.
3. Project schedule with critical path activities and deadlines.
4. Material submittals to Project Manager for items in scope of work to be approved before order and installation.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. An employee roster must be provided to City for all projects assigned.
2. Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. City and Contractor must each be promptly notified by the other of any complaints received.

4. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, etc.) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
5. No smoking is allowed on City property or projects.
6. All company vehicles and uniforms must display a visible company name/logo.

CITY OF OCALA RESPONSIBILITIES

1. The City reserves the right to purchase any materials for Contractor to use. Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
2. Contractor shall post applicable OSHA required notices and establishing safety programs and procedures.
3. Construction/installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor shall ensure ALL interior carpets are protected from the outside of the building to the inside construction work areas.
5. **Damages:** Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City no later than one (1) month from the date damage occurred.

CONSTRUCTION WORK AREAS

1. City is not responsible for providing property or lay-down yards to the Contractor for their materials or equipment. If private property is used, City requires a copy of the agreement between the property owner and Contractor. **Utilizing private property without written permission is prohibited.**
2. Components of the project, including temporary work and storage areas, will be located on-site per project and must be pre-approved by the Project Manager. Material and equipment staging areas will be kept in a clean and orderly fashion.
3. Contractor shall provide on-site sanitary facilities and potable water facilities as specified and as required by Governing agencies. Contractor will not be permitted to use the City's sanitary facilities during construction.

SITE HOUSEKEEPING AND CLEANUP

1. **Waste/Debris:** Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor shall provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.

2. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Final Cleaning:** Upon completion of work, clean entire work area/project site as applicable.
   A. Leave the work site and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager.
   B. Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the worksite in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*
   C. Broom clean exterior paved driveways and parking areas and concrete exposed surfaces if impacted by work or included in work area.
   D. All furnishings and equipment shall be placed back in the original locations.
   E. All work areas must be returned to original condition.

SAFETY

1. Contractor is solely responsible for ensuring safety during construction, and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
5. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

WARRANTY

1. Contractor shall provide a two (2) year material and labor warranty from the date of substantial completion, against operational failure caused by defective material or workmanship which occurs during normal use.
2. All manufacturer warranty documentation and owner/operator manuals must be provided before final payment request.

ID	Task Mode	Task Name	Duration	Start	Finish
1		permitting	20 days	Mon 3/28/22	Fri 4/22/22
2		Submittals and ordering	40 days	Mon 4/4/22	Fri 5/27/22
3		demo phase 1	5 days	Mon 5/30/22	Fri 6/3/22
4		metal framing phase 1	5 days	Mon 6/6/22	Fri 6/10/22
5		electrical and Mechanical phase 1	15 days	Mon 6/6/22	Fri 6/24/22
6		access flooring - pahse 1	5 days	Mon 6/13/22	Fri 6/17/22
7		plumbing phase 1	5 days	Mon 6/13/22	Fri 6/17/22
8		in wall inspection- phase 1	1 day	Mon 6/27/22	Mon 6/27/22
9		drywall hang and finish-phase 1	7 days	Tue 6/28/22	Wed 7/6/22
10		painting phase 1	3 days	Thu 7/7/22	Mon 7/11/22
11		ceiling grid phase 1	3 days	Tue 7/12/22	Thu 7/14/22
12		above ceiling inspection- phase 1	1 day	Fri 7/15/22	Fri 7/15/22
13		flooring- phase 1	3 days	Mon 7/18/22	Wed 7/20/22
14		casework- phase 1	2 days	Thu 7/21/22	Fri 7/22/22
15		Final electrical and plumbing	5 days	Mon 7/25/22	Fri 7/29/22
16					
17		demo phase 2	3 days	Mon 6/20/22	Wed 6/22/22
18		flooring phase 2	5 days	Thu 6/23/22	Wed 6/29/22
19		drywall and painting- phase 2	5 days	Thu 6/30/22	Wed 7/6/22
20					
21		demo phase 3	2 days	Mon 6/20/22	Tue 6/21/22
22		metal framing phase 3	2 days	Wed 6/22/22	Thu 6/23/22
23		electrical phase 3	2 days	Fri 6/24/22	Mon 6/27/22
24		in wall inspection	1 day	Tue 6/28/22	Tue 6/28/22
25		drywall hang and finish phase 3	3 days	Wed 6/29/22	Fri 7/1/22
26		paint phase 3	2 days	Mon 7/4/22	Tue 7/5/22
27		ceiling repair phase 3	2 days	Wed 7/6/22	Thu 7/7/22

In Phase 1

We will keep the partition in place between 175 and the future expansion while we get the electrical, plumbing, and mechanical items installed. We will set a partition with a door in it in corridor 169 to allow access to 175 but to close off work going on in 176, 177, 178, and 179. We will keep negative HEPA Filtered air machine running at all times to eliminate dust. We will also use sticking mats an entry/ exit points to control footprints.

We will use plastic partitions on doors to work in 167, 166a, 170, and 171 control dust and allow access down corridor 169. We will keep negative HEPA Filtered air machine running at all times to eliminate dust. We will also use sticking mats an entry/ exit points to control footprints. use negative HEPA filtered air machine to control dust.

There will only be about a 30-40 day overlap of work before the dispatch center is relocated and shut down for 4-6 weeks.

Phase 2

The work will be done while the dispatch center is relocated so no noise issue at this time. We will keep negative HEPA Filtered air machine running at all times to eliminate dust. We will also use sticking mats an entry/ exit points to control footprints. use negative HEPA filtered air machine to control dust.

Phase 3

We will use plastic partitions around work area in 29 captains' area to install framing, door, and new electrical to control dust and allow access down corridor 26. We will keep negative HEPA Filtered air machine running at all times to eliminate dust. We will also use sticking mats an entry/ exit points to control footprints. use negative HEPA filtered air machine to control dust.

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **911 Dispatch Center Renovation**
ProRFx ID: ITB12212100000175
Solicitation: **ITB# OPD/211131**
Bids: 1

Buyer: Robert Andrews
Buyer Email: randrews@ocalafl.org
Buyer Phone: 352-629-8260

2/18/22 **Notice of Intent to Award** to **Blackwater Construction Services, Inc.** pending City Council approval.

Bidder Name	Office Location	Lump Sum Amount
Blackwater Construction Services, Inc.	Ocala, FL	**$ 306,772.00**

File #: 2022-0409 Agenda Item #: 8f.

Submitted By: Chris Watt

Presentation By: Chris Watt

STAFF RECOMMENDATION (Motion Ready):
Approve a change to section 3-2 of the Employee Handbook adding Juneteenth as a City holiday

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place.

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Juneteenth is a federal holiday commemorating the emancipation of African American slaves. It marks the day when federal troops arrived in Galveston, Texas in 1865 to take control of the state and ensure that all enslaved people were freed. Juneteenth is celebrated on June 19th of each year. A recent survey asked 97 Florida municipalities if they recognized Juneteenth as a holiday. Of the 53 municipalities that responded, 30 recognize Juneteenth as a holiday and eight more were considering doing so.

FINDINGS AND CONCLUSIONS:
N/A

FISCAL IMPACT:
There is an overtime cost for employees that are required to work on a holiday. On Veterans Day (11/11/21), the City spent $40,414 in holiday overtime. On Martin Luther King Jr. (MLK) Day, the City spent $34,120 on holiday overtime. Based on these amounts, the estimated fiscal impact of adding Juneteenth as a City holiday is $37,267, representing an average of the costs of Veterans Day and MLK Day.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:
Do not add Juneteenth as a City holiday.

The City of Ocala Employee Handbook

March 15, 2022

2. Employees are encouraged to further their education in areas that will enhance their job performance. Upon pre-approval by the employee's department head and upon successful completion of relevant education courses, employees may be reimbursed for tuition fees, materials, and other necessary and approved expenses upon presentation of proper receipts. Proof of successful completion shall include one of the following:

- A certificate indicating successful course completion, if applicable.
- Documentation of receiving a class grade of 2.0 or higher on a 4.0/A scale.
- Documentation of receiving a passing grade when a pass/fail grading system is used.

Education reimbursement funds must be pre-approved through the budget process.

The City shall pay 100% of all out-of-pocket expenses incurred for tuition, registration, books, and laboratory fees, excluding monies provided from other authorized sources, up to a maximum of $2,000 per fiscal year. Employees who benefit from education at the expense of the City shall be required to enter into a contractual agreement to continue to work for the City for a designated period of time upon completion of the education.

Uniforms – The City will provide employee uniforms when uniforms are required to be worn as a condition of employment to fulfill job responsibilities. Uniforms will be maintained and worn in accordance with City and department policies. The City will clean, replace, or repair uniforms when it becomes necessary at no cost to the employee, when applicable.

Military Leave Benefit – Employees on military leave will remain enrolled in the City's group insurance plans that they were currently enrolled in at the time of their activation, for a period of twelve (12) months. The City will continue to contribute premiums in the same manner as for active employees. The employee on military leave shall be responsible for any applicable premium contributions for employee and/or dependent coverage. After the twelve (12) month period, employees who remain on military leave will be offered continuation of insurance benefits through the Consolidated Omnibus Budget Reconciliation Act (COBRA). The employee is responsible for making arrangements with Human Resources/Risk Management for the payment of insurance premium contributions if they elect to retain these benefits.

Severance Pay - The City Manager may authorize severance pay and/or extended employment benefits pursuant to and in accordance with the provisions of Florida Statutes.

3-2 Paid Holidays

Full-time employees will be paid for the following holidays:

New Year's Day	Veterans' Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving

Juneteenth	Christmas Eve
Independence Day	Christmas Day
Labor Day	Floating Holiday

If the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday shall be observed on the following Monday or as designated by the City Manager. Employees who are required to work on the actual holiday will receive holiday pay on the actual holiday or be allowed to use accrued holiday hours on a floating basis. Holiday leave used on a floating basis shall be requested and pre-approved by the employee's supervisor.

Full-time/Regular employees are eligible for their regularly scheduled work shift hours of holiday pay per holiday listed above.

Employees are not eligible for holiday pay when in an unpaid leave status, either before or after a holiday, including but not limited to unpaid leaves of absences or unpaid suspensions.

Unused holiday hours may not be carried from one calendar year to another unless approved by the City Manager; however, they must be used by the end of January of the ensuing calendar year.

3-3 Vacation Leave and Paid Time Off

The City of Ocala appreciates how hard employees work and recognizes the importance of providing time for rest and relaxation. The City of Ocala fully encourages employees to get this rest by taking paid time off. Time off under this policy includes extended time off, such as for a vacation, and incidental time due to sickness or to handle personal affairs.

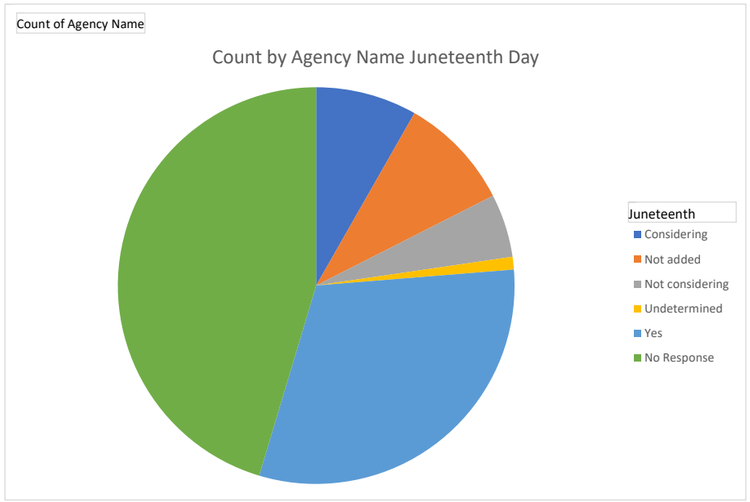
Employees who were hired after March 1, 2012, are required to participate in the PTO program. All eligible full-time/regular employees hired prior to March 1, 2012, may remain in the vacation/sick leave program or may switch to the PTO program. An employee that choses to switch to the PTO program is required to remain in the PTO program.

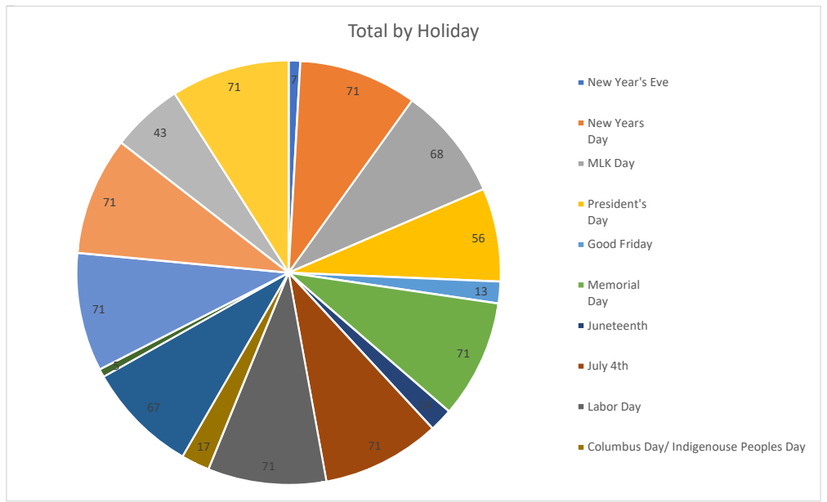
Vacation Leave – Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits.

Eligible full-time/regular employees shall accrue annual vacation leave and be allowed to carry over vacation leave in accordance with the following:

Years of Consecutive City Service	**Hours of Vacation Accrued per Bi-weekly Pay Period/Annually**	**Maximum allowed Carryover**
Less than 6 years.	3.08 hours per pay period / 80 hours	80 hours

Juneteenth	Count of Agency Name
Considering	8
Not added	9
Not considering	5
Undetermined	1
Yes	30
No Response	44





SURVEY ON APPROVED HOLIDAYS

Agency Name	New Year's Eve	New Years Day	MLK Day	Presidents Day	Good Friday	Memorial Day	Juneteenth	July 4th	Labor Day	Columbus Day/ Indigenous Peoples Day	Veteran's Day	Day Before Thanksgiving	Thanksgiving Day	Day after Thanksgiving	Christmas Eve	Christmas Day	OTHER	Holiday Count by Entity
Bay Harbor Islands		x	x	x		x	x	x	x		x		x	x		x		11
Boynton Beach		x	x	x		x		x	x		x		x	x	x	x		11
Broward County Sheriff's Office		x	x	x		x		x	x		x		x	x		x		10
Charlotte County		x	x	x		x	Not conside	x	x		x		x	x	x	x	Floating Holiday (1)	11
City of Aventura	x	x		x	x	x	x	x	x		x		x	x	x	x		13
City of Cape Coral		x	x	x		x	Not added	x	x	x	x		x	x	x	x	Columbus Day	12
City of Cocoa		x	x	x		x	Considering	x	x		x		x	x	x	x		11
City of Coconut Creek[1]	Close mid-day	x	x	x		x		x	x		x		x	x	lose mid-da	x		12
City of Daytona Beach		x	x			x		x	x				x	x	x	x		8
City of DeLand		x	x			x	Considering	x	x				x	x	x	x		9
City of Ft. Myers[2]		x	x	x		x		x	x		x		x	x		x		10
City of Gainesville		x	x			x	x	x	x		x		x	x	x	x		11
City of Green Acres		x	x	x		x		x	x		x	x	x	x	x	x		12
City of Lake Mary		x				x	Not added	x	x		x		x	x		x	Floating Holiday (2)	8
City of Lake Worth Beach		x	x	x		x	x	x	x	x	x		x	x	x	x		13
City of Lauderhill		x	x	x		x	x	x	x	x	x		x	x		x		12
City of Margate[3]		x	x	x		x		x	x		x		x	x	x	x		11
City of Miami Lakes	x	x		x	x	x	x	x	x	x	x		x	x	x	x		14
City of North Miami Beach[4]		x	x	x		x	x	x	x	x	x		x	x		x		12
City of North Port		x	x	x		x	Indetermine	x	x	x	x		x	x		x		11
City of Ocala		x	x			x	Considering	x	x		x		x	x	x	x	1 Floating Holiday	10
City of Oldsmar		x	x	x		x		x	x				x	x	x	x		10
City of Parkland		x	x	x		x	x	x	x		x		x	x		x		11
City of Pembroke Pines		x	x	x		x	x	x	x		x		x	x		x		11
City of Port St. Lucie		x	x	x		x	ot considerir	x	x		x		x	x	x	x		11
City of Sarasota		x	x	x		x	x	x	x		x		x	x	x	x		12
City of South Bay[5]		x	x	x		x	x	x	x	x	x		x	x	x	x		13
City of South Miami	1/2 Day	x	x	x		x		x	x	x	x		x	x	1/2 Day	x		13
City of Stuart[6]		x	x	x		x		x	x		x		x	x	x	x		11
City of Tamarac		x	x	x		x	x	x	x		x		x	x	x	x		12
City of West Palm Beach		x	x	x	x	x	x	x	x	x	x		x	x		x		13
City of Wilton Manors		x	x	x		x	Not added	x	x	x	x		x	x		x	Indigenous Peoples Da	11
Clay County BoCC		x	x	x		x		x	x		x		x	x	x	x		11
Haines City		x	x	x		x	x	x	x		x		x	x		x		11
Hillsborough County		x	x			x	x	x	x		x		x	x	x	x	Floating Holiday (2)	11
Homestead[7]		x	x	x		x		x	x		x		x	x		x		10

Indian River County BoCC		x	x		x	x		x	x		x		x	x		x		10	
Islmorada		x	x	x		x	Not added	x	x		x		x	x	x	x	Considering Floating H	11	
Lake Apopka Natural Gas District		x	x		x	x	Not added	x	x				x	x	x	x	Floating Holiday (1)	10	
Lauderdale Lakes		x	x	x		x	x	x	x		x	Early Release/Ti	x	x		x		12	
Manatee County		x	x	x		x	ot considerin	x	x		x		x	x	x	x	Personal Holidays (3)	11	
Manatee County SO		x	x	x	x	x	Not added	x	x		x		x	x	x	x		12	
Martin County BoCC[8]		x	x			x	x	x	x		x		x	x	x	x		11	
Miami Dade County		x	x	x		x	x	x	x	x	x		x	x		x		12	
Miami Shores	x	x	x	x		x	x	x	x		x		x	x	x	x		13	
Miramar		x	x	x		x	x	x	x		x		x	x		x		13	
Oakland Park[9]		x	x	x		x	Considering	x	x		x	ly close at	x	x		x		11	
Opalocka		x	x		x	x	x	x	x	x	x	Early Release/Ti	x	x	x	x		14	
Orange County Tax Collector		x	x			x	x	x	x		x		x	x	x	x	Floating Holiday (1)	11	
Osceloa County PAO		x	x			x	Not added	x	x		x		x	x	x	x	Floating Holiday (1)	10	
Palm Beach Clerk[10]		x	x	x	x	x	x	x	x	x	x		x	x		x		13	
Palm Beach County[11]		x	x	x		x	x	x	x	x	x		x	x		x		12	
Palm Beach Gardens[12]		x	x	x	x	x	ot considerin	x	x		x		x	x	x	x		13	
Palm Beach State	x	x	x		x	x		x	x		x		x	x	x	x		12	
PBC Property Appraiser		x	x	x		x	x	x	x	x	x		x	x		x		12	
Polk County BoCC		x	x			x		x	x		x		x	x	x	x		10	
Royal Palm Beach		x	x	x		x	x	x	x	x	x		x	x	1/2 Day	x		13	
Sarasota County		x	x	x		x		x	x		x		x	x	x	x		11	
Seacoast Utility Authority		x	x	x		x		x	x		x		x	x	x	x		11	
lorida Regional Transporation Authority		x	x	x		x		x	x		x		x	x		x		10	
St. Lucie County[13]		x	x	x		x		x	x		x		x	x	x	x	2 Floating Holidays	11	
Tampa Bay Water District		x	x			x	Not added	x	x		x		x	x		x	Floating Holiday (1)	9	
Town of Juno		x	x	x		x		x	x		x		x	x		x		10	
Town of Jupiter Ilsand		x	x	x	x	x		x	x		x		x	x		x		11	
Town of Palm Beach	x	x	x	x		x	Considering	x	x		x		x	x	x	x		12	
Town of Ponce Inlet		x	x	x		x	ot considerin	x	x		x		x	x	x	x	Floating Holiday (1)	11	
Town of Surfside		x	x	x		x		x	x		x		x	x		x		10	
Village of North Palm Beach		x	x	x		x	Considering	x	x		x		x	x	x	x		13	
Village of Pinecrest[14]		x	x	x		x	Considering	x	x		x		x	x		x		10	
Village of Wellington[15]		x	x	x	x	x	x	x	x	x	x	OSE AT NO	x	x		x		14	
Wakulla County		x	x	x	x	x	Not added	x	x		x		x	x	x	x		12	
Totals by Holiday	7	71	68	56	13	71	14	71	71	17	67	5	71	71	43	71			

[1]City of Coconut Creek: Holidays occurring on Sunday are observed Mnday; in most cases, Saturday holidays are no longer observed on Friday (Admin offices are closed on Friday) - employees receive time in lieu of holiday

[2]City of Ft. Myers: City Manager may designate up to 2 additional City Holidays during the year; designated employees receive an additional paid personal day

[3]City of Margate: All employees (except Fire) receive 1 personal holiday

[4]City of North Miami Beach :Two additional floating holidays and a Birthday holiday

[5]City of South Bay: Holidays occurring on Saturday are observed the preceding Friday; holidays occurring on Sunday are observed the following Monday

[7]City of Stuart: 2 optional holidays; 1 birthday																						
[8] Homestead: Generally skeleton crew day before Thanksgiving; the City designates one Floating Holiday every year which is always used in combination with Christmas Day, in order to extend the time off during the holidays																						
[9]Martin County BoCC: 2 Diversity/Floating days per employee																						
[9]Oakland Park: Village of Wellington: Holidays occurring on Saturday are observed the preceding Friday; holidays occurring on Sunday are observed the following Monday; City desingates one Floating Holiday each year which will likely be used for Juneteenth '22																						
[10] Palm Beach Clerk: Observe Rosh Hashana and Yom Kippor if they occur during the work week																						
[11] Palm Beach County: Christmas Floating Holiday (12/27/21)																						
[12]Palm Beach Gardens: Holidays occurring on Saturday are observed the preceding Friday; holidays occurring on Sunday are observed the following Monday; One additional floating holiday																						
[13]St. Lucie County: 2 additional floating holidays																						
[14]Village of Pinecrest: Provide day off for birthday and 2 additional personal days																						
[15]Village of Wellington: Holidays occurring on Saturday are observed the preceding Friday; holidays occurring on Sunday are observed the following Monday; provide an additional "Celebration" day																						

File #: BR-2022-137 Agenda Item #: 8g.

Submitted By: Preston Pooser

Presentation By: Tammi Haslam

Department: Recreation and Parks

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2022-137 accepting and appropriating a donation from the Fort King Heritage Foundation for the reconstruction of a blacksmith shop at the Fort King Historic Landmark in the amount of $135,000

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Fiscally Sustainable

PROOF OF PUBLICATION:
NA

BACKGROUND:
In 2017, the City of Ocala and the Fort King Heritage Foundation completed phase I reconstruction of historic Fort King (1837). This project included informative archaeological work and construction of the palisade walls and two block houses. The Fort King Heritage Foundation provided almost $80,000 in cash, secured over $80,000 in donated services, and facilitated another $235,000 in funding from a Felburn Grant and a TDC Grant. The City advanced the funds for the project which allowed the Foundation to continue its fundraising efforts during the construction phase.

The Blacksmith Shop is the next component of the larger Fort King reconstruction. In 2020-21, the Fort King Heritage Foundation funded the archaeology work associated with this project in the amount of $42,750. That work is now complete.

On October 1, 2021, the City of Ocala issued RFP# REC/210855 - Design Build 1837 Period Blacksmith Shop at Fort King National Historic Landmark. Proposals were due on November 1, 2021. Three proposals were received. After reviewing the remaining submittals and hearing presentations by all proposers, the selection committee ranked Dinkins Construction, LLC as the top ranked proposer.

FINDINGS AND CONCLUSIONS:

- The City of Ocala recently issued a Request for Proposals for design/build of the Blacksmith Shop. The

selection committee met to review the proposals and selected a contractor. The estimated project cost is $135,000 (final total pending completion of negotiations). The Foundation has secured $80,000 in funding to offset this cost and is pursuing the balance of the funds needed to support the total cost.

- The Foundation requests the City of Ocala to advance the funds needed to award the contract and begin the project and allow the Foundation to raise the balance of the funds while construction is underway. This will allow us to expedite construction.

- The City will seek reimbursement from the Foundation.

FISCAL IMPACT:
The City will advance payments to the contractor for construction and will seek reimbursement from the Foundation.

The affected account numbers are as follows:

Source:

001-366-000-000-16-36651	Fort King Heritage Grant	$ 135,000

Use:

001-021-140-572-69-65010	Construction in Progress	$ 135,000

PROCUREMENT REVIEW:
Not applicable.

LEGAL REVIEW:
This resolution will be approved by City Attorney.

ALTERNATIVE:
Table, Deny, or Amend

BUDGET RESOLUTION 2022-137

A RESOLUTION TO AMEND THE FISCAL YEAR 2021-2022 BUDGET TO ACCEPT AND APPROPRIATE A DONATION FROM THE FORT KING HERITAGE FOUNDATION TO FOR THE RECONSTRUCTION OF A BLACKSMITH SHOP AT THE FORT KING NATIONAL HISTORIC LANDMARK IN THE AMOUNT OF $135,000

WHEREAS, in 2017, the City of Ocala and the Fort King Heritage Foundation completed phase I reconstruction of historic Fort King (1837); and

WHEREAS, the Fort King Heritage Foundation provided almost $80,000 in cash, secured over $80,000 in donated services, and facilitated another $235,000 in funding from a Felburn Grant and a TDC Grant for

historic Fort King; and

WHEREAS, the Foundation wishes to fund the cost of design/construction of blacksmith shop at this site with an estimated cost of $135,000; and

WHEREAS, the Fort King Heritage Foundation has committed to raising $135,000 needed to fund the project costs.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2021-2022 budget be amended as follows to accept and appropriate $135,000 in donations from the Fort King Heritage Foundation for purposes of reconstructing Fort King Blacksmith Shop at the Fort King National Historic Landmark.

Source:

001-366-000-000-16-36651	Fort King Heritage Grant	$ 135,000

Use:

001-021-140-572-69-65010	Construction in Progress	$ 135,000

This resolution adopted this _____ day of _____, 2022.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire Bethea Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
Robert W. Batsel, Jr.
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Sandra Wilson
City Manager

FORT KING
NATIONAL HISTORIC LANDMARK

February 17, 2022

Sandra Wilson, City Manager
City of Ocala

Reference: Fort King National Historic Landmark
Reconstruction of Blacksmith Shop

Dear Mrs. Wilson:

In 2017, the City of Ocala and the Fort King Heritage Foundation completed phase I reconstruction of historic Fort King (1837). This project included informative archaeological work and construction of the palisade walls and two block houses. The Fort King Heritage Foundation provided almost $80,000 in cash, secured over $80,000 in donated services, and facilitated another $235,000 in funding from a Felburn Grant and a TDC Grant. The City was gracious enough to advance the funds for the project which allowed the Foundation to continue its fundraising efforts during the construction phase.

The Blacksmith Shop is the next component of the larger Fort King reconstruction. In 2020-21, the Fort King Heritage Foundation funded the archaeology work associated with this project in the amount of $42,750. That work is now complete.

The City of Ocala recently issued a Request for Proposals for design/build of the Blacksmith Shop. The selection committee met to review the proposals and selected a contractor. The estimated project cost is $135,000 (final total pending completion of negotiations). The Foundation has secured $80,000 in funding to offset this cost and is pursuing the balance of the funds needed to support the total cost.

The Foundation requests the City of Ocala to once again advance the funds needed to award the contract and begin the project and allow the Foundation to raise the balance of the funds while construction is underway. This will allow us to expedite construction.

Please allow this letter to confirm the Fort King Heritage Foundation's commitment to supporting the cost of the Blacksmith Shop construction estimated to be $135,000.

Thank you for your consideration of this request.

Sincerely,

Bill Tucker
President
Fort King Heritage Foundation, Inc.

File #: 2022-0410 Agenda Item #: 8h.

Submitted By: Preston Pooser

Presentation By: William Rodriguez-Cayro

Department: Recreation and Parks

STAFF RECOMMENDATION (Motion Ready):
Approve contract with Dinkins Construction LLC for the design-build of an 1837 period blacksmith shop at Fort King National Historic Landmark in the amount of $134,711

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Quality of Place

PROOF OF PUBLICATION:
Request for Proposal released to the Public: 10/01/21; Public Notice for final Selection Committee Meeting posted: 11/18/21

BACKGROUND:
After the successful completion of the Fort King re-construction in 2017, the Fort King Heritage Foundation began to plan the reconstruction of an 1837 period blacksmith shop. In 2021 the Fort King Heritage Foundation funded the archeology research needed to reconstruct the blacksmith shop in the amount of $42,750.

On October 1, 2021, RFP# REC/210855: Design-Build 1837 Period Blacksmith Shop at Fort King National Historic Landmark was issued. Proposals were due on November 1, 2021 and three proposals were received. After reviewing the submittals and hearing presentations by all proposers, the selection committee ranked Dinkins Construction, LLC as the top-ranked proposer as shown below:

Proposer Name	Office Location	Final Ranking
Dinkins Construction, LLC	Ocala, FL	**1** (89.33)
Baker Construction and Management, LLC	Ocala, FL	2 (84.33)
Tillman & Associates Engineering, LLC	Ocala, FL	3 (83.17)

The intent to award to Dinkins Construction, LLC was issued on December 16, 2021.

FINDINGS AND CONCLUSIONS:

- The Fort King National Historic Landmark is jointly owned by the City of Ocala and Marion County. The site was designated a National Historic Landmark on February 24, 2004 by then Secretary of the Interior, Gale Norton.

- Design of the blacksmith shop will commence immediately upon approval by City Council. Construction is expected to take no longer than six months and will be completed and unveiled at our annual Fort King Reenactment in December.

- Reconstruction of blacksmith shop at the Fort King National Historic Landmark will further the City's strategic goals by providing a destination that will advance the City's economic hub and quality of place objectives.

FISCAL IMPACT:
The guaranteed maximum price (GMP) per the contract is $134,710.75.

The City expenditure will be reduced by an estimated $80,000 as the Fort King Heritage Foundation (FKHF) has secured $80,000 in cash and additional reductions will be secured as FKHF solicits donations of cash and in -kind services and materials for construction. The funds for this project are budgeted in 001-021-140-572-69-65010. The FKHF has committed to providing the full amount of construction up to $135,000.

PROCUREMENT REVIEW:
This solicitation has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
Table, Amend, or Deny.

DESIGN/BUILD CONTRACT FOR 1837 PERIOD BLACKSMITH SHOP AT THE FORT KING NATIONAL HISTORIC LANDMARK

This DESIGN/BUILD CONTRACT FOR 1837 PERIOD BLACKSMITH SHOP AT THE FORT KING HISTORICAL LANDMARK (the "Contract") is made and entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Owner") and **DINKINS CONSTRUCTION, LLC**, a limited liability company duly organized and authorized to do business in the State of Florida (EIN: 27-0867581) (the "Design/Builder").

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Design/Builder agree as follows:

ARTICLE 1
THE CONTRACT AND THE CONTRACT DOCUMENTS

(A) The Contract: The Contract between Design/Builder and Owner consists of this document and the Contract Documents described in Paragraph 1(B). The Contract shall be effective as of _____**, 2022**, the date of its approval, and that date shall also be considered the execution date of this Contract.

(B) The Contract Documents: The Contract Documents consist of this document, the Scope of Work attached hereto as **Exhibit A**; the Design/Builder's Submitted Proposal dated November 1, 2021 attached hereto as **Exhibit B**; all Design Documents hereafter prepared by Design/Builder and approved by Owner in accordance with this Contract; the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure; and the Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, along with any special provisions added thereto with the consent of Owner. The Project Specifications referenced in **Exhibit A** are deemed to be a part of this Contract by reference, and shall be included as general provisions for use with Design Documents prepared by Design/Builder, Change Orders and Field Orders issued hereafter, along with any other written amendments executed by Owner and Design/Builder, all of which are hereby incorporated herein by reference and made a part of this Contract.

(C) Enumerated Documents Form Entire Contract: Documents not specifically enumerated in **Exhibit A – Scope of Work**, or Paragraph 1(B) of this Contract are not Contract Documents.

(D) Contract Interpreted as a Whole: This Contract is intended to be an integral whole and shall be interpreted as internally consistent. Work required by any page, part, or portion of the Contract shall be deemed to be required Contract Work as if called for in the whole Contract and no claim for extra work shall be based upon the fact that the description of the Work in question is incomplete.

(E) Provision of All Things Required: Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by Design/Builder for the Contract Price.

(F) Privity Only with Design/Builder: Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between Owner and any person except Design/Builder.

(G) Agreed Interpretation of Contract Terms: When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. Headings are used herein solely for convenience.

(H) Term "Include" Intended to Be Encompassing: "Include", "includes", or "including", as used in the Contract, shall be deemed in all cases to be followed by the phrase, "without limitation."

(I) Use of Singular and Plural: Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms unless the context of their usage clearly requires a contrary meaning.

(J) Definition of Material Breaches Not Exhaustive: The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.

(K) Order of Precedence: In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents which make up this Contract, the following shall control:

(1) As between figures given on plans and scaled measurements, the figures shall govern.

(2) As between large-scale plans and small-scale plans, the large-scale plans shall govern.

(3) As between plans and specifications, the requirements of the specifications shall govern.

(4) As between this document and the plans or specifications, this document shall govern.

(L) Administration: This Contract shall be administered on behalf of Owner by the City Project Manager or their designee (hereinafter called the "City Project Manager"), and on behalf of the Design/Builder, by its duly authorized representatives.

ARTICLE 2
DESIGN/BUILDERS' REPRESENTATIONS

(A) Specific Representations: In order to induce Owner to execute this Contract and recognizing that Owner is relying thereon, Design/Builder, by executing this Contract, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in the Contract Documents, or implied by operation of law, makes the following express representations to Owner:

(1) Design/Builder is professionally and fully qualified to act as the design professional and the general contractor for the Project and is, and will remain licensed to practice engineering and architecture and general contracting in the State of Florida and by all public entities having jurisdiction over Design/Builder or the Project;

(2) Design/Builder will maintain all necessary licenses, permits or other authorizations necessary to act as Design/Builder for the Project until Design/Builder's duties under this Contract have been fully satisfied;

(3) Design/Builder has the expertise, experience, and knowledge as well as the necessary plant, personnel and financial capability to perform the Design Services and the Work in accordance with the terms of this Contract;

(4) Prior to the execution of this Contract, Design/Builder has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed and operated, and Design/Builder has performed such tests, if any, as are necessary to determine the conditions under which the Work will be performed, and Design/Builder accepts the conditions of the Work site and has taken those conditions into account in entering into this Contract;

(5) Design/Builder assumes full responsibility to Owner for the improper acts and omissions of its Subcontractors or others employed or retained by Design/Builder in connection with the Project.

ARTICLE 3
REGULATORY GUIDELINES, REQUIREMENTS AND STANDARDS

(A) Generally: Design/Builder shall perform all Design Services described in, contemplated by, inferable from, or necessary or desirable to achieve the objectives stated in **Exhibit A**, including all Design Services necessary for the Project to be properly constructed by Design/Builder and used, operated and maintained by Owner in accordance with all applicable guidelines, requirements and standards. "Design Services" shall mean any and all architectural, engineering and design services required to be performed by Design/Builder pursuant to the Contract and all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services. The Design Services shall be performed within the time provided by the Design Schedule for the performance of Design/Builder's Design Services as provided in Paragraph 3(I) of this Contract.

(B) Owner's Review of Design Services: Subject to Paragraph 13(G) of this Agreement, Design/Builder shall submit all documents produced as part of the Design Services to the City Project Manager for review and approval in accordance with the terms of the Contract. However, any review or approval by the City Project Manager shall not relieve Design/Builder of or otherwise diminish its obligations under the Contract. The City Project Manager may direct Design/Builder to make changes to any design documents in order to conform the documents to the Owner's objectives. Any changes by Design/Builder ordered by the City Project Manager shall not relieve Design/Builder of its obligations

under this Contract unless, and only to the extent that, Design/Builder notifies Owner in writing, within **SEVEN (7)** days after receipt of Owner's directive to make changes, concerning any adverse impact on schedules, budgets, operational costs, operational performance, satisfaction of regulatory requirements, or other adverse impact that may result from the directed changes. Failure of Design/Builder to submit its notice within the **SEVEN (7)** day period constitutes a waiver by Design/Builder of any claim for an adjustment to the Design Schedule or the Contract Time.

(C) Preparation of Site Information: Design/Builder shall prepare, as necessary, surveys and topographic information including aerial photographs needed to establish line and grade of sewers, location of property lines and easements. Sewer easements, both construction and permanent, shall be referenced to property lines by field surveys, and plans shall include the location of any improvement as it relates to property lines. Owner will provide survey for control and existing site features prior to design and base map information including existing conditions and features in AutoCAD format, along with estimated location of existing utilities known to Owner. **Owner expressly does not warrant any information provided by it in connection with preparation of the above-mentioned information**. Design/Builder, however, may reasonably rely on information provided by Owner to the extent the information has been prepared by Owner or an independent consultant hired by Owner to prepare the information specifically for this Project, without absolving Design/Builder from its responsibility to independently verify or investigate information that a reasonable, prudent professional architect or engineer should or would inquire about.

(D) Retention of Geotechnical Consultants: In preparing the Design Documents, Design/Builder shall separately retain an experienced, qualified geotechnical consultant to evaluate all geotechnical considerations relating to the design and construction of the Project. Design/ Builder shall be responsible for designing the Project in accordance with the analysis and recommendations of the geotechnical consultant. Nothing in this paragraph, however, prevents Owner from retaining its own geotechnical consultant to review design work, raise issues for mutual discussion, and obtain further information in connection with the geotechnical nature of the Project. **Owner expressly does not warrant any geotechnical information provided by it for use in connection with preparation of the design documents.** Design/Builder, however, may reasonably rely on any geotechnical information provided by Owner to the extent the information has been prepared by Owner or an independent consultant hired by Owner to prepare the information specifically for this Project, without absolving Design/Builder from its responsibility to independently verify or investigate information that a reasonable, prudent professional architect or engineer should or would inquire about.

(E) Quality of Design Services: Design/Builder shall be responsible for the professional quality, completeness, accuracy, and coordination of Design Documents. Design/Builder shall provide Design Services that will result in an operationally cost-efficient and economical facility that meets all environmental and regulatory requirements as of the date hereof, and uses the most appropriate available technology. Design/Builder shall provide for all

quality control reviews required by sound professional architectural and engineering practices and by governmental authorities having jurisdiction over the Project.

(F) Compliance with Laws and Regulatory Requirements: In providing Design Services, Design/Builder shall comply with the lawful requirements of all federal, state, and local authorities having lawful jurisdiction over the Project. Design/Builder shall design the Project to meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the Project, including, without limitation, environmental standards, fire and safety regulations, and requirements and compliance with all other applicable standards and codes.

(G) Duty to Correct Errors: Design/Builder shall, without additional compensation, immediately correct any errors, omissions or deficiencies in its Design Services and Design Documents.

(H) Should Design/Builder at any time during the course of performing the Contract, have reason to believe that it will be unable to meet the completion date in accordance with the Design Schedule, Design/Builder shall immediately notify the City Project Manager in writing. Design/Builder shall state the reason for the delay in the notice, including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay. **Failure of Design/Builder to submit such notice shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Price, the Design Schedule, or the Contract Time**. All extensions of time shall be governed by Articles 16 and 17 of this Agreement. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner shall review and approve, where appropriate, the Design Schedule, or any portion thereof.

(I) Schedule of Design Services: Design/Builder shall begin design immediately after execution of the Contract. The Design Schedule in no case will extend beyond **SIXTY (60) DAYS** of contract execution. The Design Schedule shall not, except for good cause, be exceeded by Design/Builder.

ARTICLE 4
PRELIMINARY CONSULTATION AND PROJECT ANALYSIS

(A) Determining the Project Objectives: Prior to the preparation of the Preliminary Design as required by Article 5, Design/Builder shall first consult in detail with Owner, and shall carefully analyze any information furnished by Owner concerning requirements of the Project, including but not limited to, any design, construction, scheduling, budgetary or operational requirements, limitations, and objectives, as well as the Design Scope Specification.

(B) Report on Project Requirements and Objectives: Based on its study and analysis, and no later than **THIRTY (30)** days after the effective date of the Contract, Design/Builder shall prepare and submit to Owner a written report detailing Design/Builder's understanding and analysis of the Project requirements and identifying any design, construction, scheduling, budgetary, operational, or other problems which may result from said requirements. The written report of Design/Builder shall also include proposed solutions, including design alternatives if appropriate, addressing each of the identified problems.

Design/Builder shall review such report with Owner and shall implement such changes as Owner may require as provided in Paragraph 3(B) of this Contract.

(C) Scheduling: Based upon the Design/Builder recommendation that the Project Schedule should be "fast tracked" for the Design Phase, Owner agrees to review the proposed plan of action promptly. The proposed schedule should include sufficient budget allowances in anticipation of currently unknown refinements of budgets that may become necessary and in order to control Project costs.

ARTICLE 5
PRELIMINARY DESIGN

(A) Time for Preliminary Design: Not later than the date called for in the Design Schedule as described in Paragraph 3(I), Design/Builder shall prepare and submit to the City Project Manager a Preliminary Design for the Project.

(B) Contents of Preliminary Design: The Preliminary Design shall address all requirements of the Project and shall include, without limitation, the following:

(1) preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions, and character of each building structure;

(2) preliminary drawings which illustrate each exterior view of the Project;

(3) preliminary drawings which illustrate the layout and functional area of the Project and the dimensions thereof;

(4) preliminary drawings and specifications illustrating and describing the architectural, electrical, mechanical, structural, and manufacturing systems of the Project;

(5) a written description of the materials and equipment to be incorporated into the Project and the location of same; and

(6) any other documents or things required to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Design Scope Specification and this Contract.

(C) To Be Reviewed with Owner: Design/Builder shall review the Preliminary Design with the City Project Manager and shall incorporate any changes ordered by the City Project Manager in regard to the Preliminary Design or the requirements of the Project.

(D) Authorization to Proceed with Detailed Design: After review of the Preliminary Design and incorporation of any changes ordered by the City Project Manager, the City Project Manager shall authorize Design/Builder in writing to commence preparing the Detailed Design, or such part thereof as directed by the City Project Manager.

ARTICLE 6
DETAILED DESIGN

(A) Time for Preparation: Not later than the date called for in the Design Schedule, after the City Project Manager has authorized Design/Builder to commence with the Detailed Design as provided in Paragraph 5(D) above, Design/Builder shall prepare and submit to the City Project Manager the complete Detailed Design.

(B) The Detailed Design: The Detailed Design shall include all Design Documents which shall describe with specificity all elements, details, components, materials, and other information necessary for the complete construction of the Project and the rendering of the Project fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations, and obtaining regulatory approvals by all applicable regulatory authorities required to render the Project and all its components operational and functionally and legally usable for their intended purpose. Subject to the provisions of Paragraph 13(G) of this Contract, Owner shall review and approve, where appropriate, the Design Documents, or any portion thereof.

(C) Design Documents: Design Documents means all the design documents provided by Design/Builder and approved by Owner pursuant to the Contract including, without limitation, those for use in constructing the Project, performing the Work, and the rendering of the Project fully operational, and shall include, without limitation, detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of Design/Builder.

(D) Guaranteed Maximum Price Includes Detailed Design: The Guaranteed Maximum Price, as set forth in Article 10 below, shall include the cost of constructing the Project Work in strict accordance with the requirements of the Detailed Design.

ARTICLE 7
CONSTRUCTION SERVICES

(A) General Intent: Design/Builder shall perform all Work necessary to construct the Project in accordance with this Contract, and to render the Project and all its components operational and functionally and legally usable for their intended purpose.

(B) Work Defined: The term "Work" shall mean whatever is done by or required of Design/Builder to perform and complete its duties relating to the construction of the Project under the Contract, including, without limitation, the following:

(1) construction of the whole and all parts of the Project in full and strict conformity with this Contract;

(2) the provision and furnishing, and prompt payment therefor, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;

(3) the procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;

(4) the creation and submission to Owner of detailed as-built drawings depicting all as-built construction;

(5) the furnishing of any required surety bonds and insurance as required by the Contract;

(6) the furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Design/Builder; and

(7) the furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 9 below.

ARTICLE 8
TIME FOR CONSTRUCTION: THE CONTRACT TIME

(A) Notice of Commencement: After Owner has approved the Design Documents for the Detailed Design, Owner shall issue a notice to commence the Work directing Design/Builder to proceed with the Work on the date indicated in the notice (the "Commencement Date"). The notice to commence Work shall be issued at least **TEN (10) DAYS** prior to the Commencement Date.

(B) Time for Completion: Design/Builder shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. Design/Builder shall substantially complete the Work **NOT LATER THAN 150 CALENDAR DAYS** after the Commencement Date, or such other date as may by Change Order be designated (the "Scheduled Completion Date"). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time." Design/Builder shall achieve Final Completion of the Work no later than **FIFTEEN (15) CALENDAR DAYS** after achieving Substantial Completion.

(C) Liquidated Damages for Delay in Substantial Completion: Design/Builder shall pay Owner the sum of **FIVE HUNDRED DOLLARS ($500.00) PER DAY** for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the Scheduled Completion Date. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Contract. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Substantial Completion so long as Design/Builder's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance hereunder for matters other than delays in Substantial Completion. When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to

Design/Builder those funds withheld, but no longer applicable as liquidated damages.

(D) Liquidated Damages for Delay in Final Completion: If Design/Builder fails to achieve Final Completion within **FIFTEEN (15) CALENDAR DAYS** after the date of Substantial Completion, Design/Builder shall pay Owner the sum of **ONE HUNDRED DOLLARS ($100.00) PER DAY** for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Contract. Liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Final Completion so long as Design/Builder's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance hereunder for matters other than delays in Final Completion. When Owner reasonably believes that Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Final Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages.

(E) Time Is of the Essence: All limitations of time set forth in this Contract are material and time is of the essence of the Contract.

ARTICLE 9
ADDITIONAL DUTIES AND RESPONSIBILITIES OF DESIGN/BUILDER

(A) Design/Builder to Perform All Work Required by the Contract: The intent of this Contract is to require complete, correct and timely execution of the design and the Construction Work. Any and all Construction Work that may be required, reasonably implied, or reasonably inferred by the Contract, or any part of it, as necessary to produce the intended result shall be provided by Design/Builder for the Guaranteed Maximum Price as provided in Article 10 of this Contract.

(B) Strict Compliance with the Contract Documents: All Construction Work performed by Design/Builder shall be in strict compliance with this Contract. "Substantial compliance" is not strict compliance. Any Construction Work not in strict compliance with the Contract is defective.

(C) Supervision of the Construction Work: The Construction Work shall be strictly supervised and directed using Design/Builder's best and highest skill and effort. Design/Builder shall bear full responsibility for any and all acts or omissions of those engaged in the Construction Work on behalf of Design/Builder.

(D) Warranty of Construction Workmanship and Materials: Design/Builder warrants and guarantees to Owner that all labor furnished to perform the Construction Work under the Contract will be competent to perform the tasks undertaken and is the best quality

obtainable, that the product of such labor will yield only first-class results in strict compliance with the Contract, that materials and equipment furnished will be of high quality and new unless otherwise permitted by the Contract, and that the Construction Work will be of high quality, free from faults and defects and in strict conformance with the Contract. Any and all Construction Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Design/Builder's warranty.

(E) Maintenance and Guarantee Bond: Prior to final Payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of the **TOTAL PROJECT VALUE** for a period of **TWO (2) YEARS** for labor and **TWO (2) YEARS** for materials from the date of Substantial Completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Contract.

(F) Commencement of Guarantee and Warranty: Special or specific guarantees and warranties which are required by the Contract to run for a fixed period of time shall commence running on the date of Substantial Completion of all Construction Work for a period of **TWO (2) YEARS**.

(G) Design/Builder's Schedule of Construction: Design/Builder, within **FIFTEEN (15) DAYS** after the Commencement Date, shall submit to the City Project Manager for his information, and shall comply with, Design/Builder's Schedule of Construction for completing the Construction Work by the Scheduled Completion Date. The Schedule of Construction shall reflect the performance of all Construction Work on weekdays and non-holidays. The Schedule of Construction shall be a detailed critical path management ("CPM") schedule in a form acceptable to Owner. The Schedule of Construction shall be revised at least monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to Owner. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Design/Builder, and failure to strictly comply with said requirements shall constitute a material breach of the Contract. No claim for an increase in the Guaranteed Maximum Price ("GMP") shall be allowed as a result of Design/Builder basing the GMP upon an early completion schedule, or as a result of delays and costs attributable to completion later than the planned early completion date.

(H) Record Copy of Contract Documents: Design/Builder shall continuously maintain at the site, for the benefit of Owner, an updated copy of this Contract, including one record copy of the Contract Documents marked to record on a current basis changes, selections and modifications made during construction. Additionally, Design/Builder shall maintain at the site, for the benefit of Owner, a copy of all Shop Drawings, Product Data, Samples, and other Submittals. Upon Final Completion of the Construction Work, or upon the City Project Manager's request, all of the documents described in this Paragraph shall be finally updated and delivered to Owner and shall become the property of Owner.

(I) Review and Approval of Submittals: Design/Builder shall review, study, and approve, or take other necessary action upon all Shop Drawings, Product Data, Samples, and other Submittals to ensure that the Project will be constructed in a timely fashion in strict

compliance with the Contract. No deviation from, substitution for, or other modification from the Contract Documents shall be allowed by Design/Builder in a shop drawing or submittal without written approval, in the form of a Change Order, from Owner. Design/Builder shall engage in prompt and adequate review of Shop Drawing and other Submittals to maintain the Construction Schedule; Design/Builder also warrants it will use its best independent professional judgment in its review to determine compliance with the Contract Documents.

(J) Owner's Option to Review Submittals: Owner shall also, in its discretion, have the right to review and approve Submittals, and if Owner so elects, Design/Builder shall not perform any portion of the Construction Work as to which Owner has required submittal and review until such Submittal has been approved by the City Project Manager. Approval by the City Project Manager, however, shall not be evidence that Construction Work installed pursuant to the City Project Manager's approval conforms to the requirements of the Contract nor shall such approvals relieve Design/Builder of any of its responsibilities or warranties under the Contract. If Owner elects to review Submittals, Design/Builder shall maintain a Submittal log which shall include, at a minimum, the date of each Submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Design/Builder shall have the duty to carefully review, inspect and examine any and all Submittals before submission of same to Owner. Shop Drawings and other Submittals from Design/Builder do not constitute a part of this Contract.

(K) Procurement and Review of Warranties: Design/Builder shall procure from all Subcontractors and Suppliers and shall transmit to the City Project Manager, all warranties required by the Contract. Design/Builder shall review all such warranties and shall certify to Owner that the warranties are in strict compliance with the requirements of the Contract.

(L) Procurement of Operations and Maintenance Documentation: Design/Builder shall prepare or procure and shall transmit to the City Project Manager all documentation required by this Contract regarding the operation and recommended maintenance programs relating to the various elements of the Construction Work.

(M) As-Built Drawings: Design/Builder shall prepare and provide to the City Project Manager a complete set of all as-built drawings which shall be complete and, except as specifically noted, shall reflect performance of the Construction Work in strict compliance with the requirements of this Contract.

(N) Compliance with Labor Laws: Design/Builder shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Construction Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.

(O) Testing, Inspections, and Approvals: Design/Builder shall be responsible for procuring all tests and inspections required by sound professional practices and by governmental authorities having jurisdiction over the Project. Design/Builder shall submit certified results of such tests to Owner. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Construction Work to be specifically inspected, tested, or approved, Design/Builder shall assume full responsibility therefore, pay all costs

in connection therewith and furnish to Owner the required certificates of inspection, testing or approval.

(P) Owner's Regulations and Applicable Laws: Design/Builder shall, during the course of the Construction Work, comply with any regulations or guidelines prescribed by Owner. Design/Builder warrants that it will comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Design/Builder in connection with the Construction Work to be performed under the Contract.

(Q) Compliance with Construction Regulations: Design/Builder shall perform the Construction Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Construction Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Design/Builder, and Design/Builder shall fully indemnify and hold Owner harmless from all loss, damage, and expense, including attorney's fees, resulting from any such violation or alleged violation of codes, laws, ordinances, or regulations, except that such indemnity shall not apply if the violation is caused in part by a negligent or willful act or omission of Owner, its officers, agents, or employees in which case Design/Builder's indemnity obligation shall be based on the Design/Builder's pro rata contribution to the loss, damage or expense.

(R) Permits, Licenses and Notices: All construction and building permits, licenses and authorizations necessary for the construction of the Project shall be secured and paid for by Design/Builder. Design/Builder shall notify the City Project Manager when it has received said permits, licenses, and authorizations, and upon receipt shall supply the City Project Manager with copies of same. The originals of permits, licenses and authorizations shall be delivered to the City Project Manager upon completion of the Construction Work, and receipt of these documents by Owner shall be a condition precedent to final payment. Design/Builder shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Construction Work.

(S) Conditions to Site Access: While on Owner's property, all Design/Builder's employees and Subcontractors shall confine themselves to areas designated by the City Project Manager and will be subject to Owner's badge and pass requirements, if any, in effect at the site of the Construction Work.

(T) Site Safety and Security: Design/Builder shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the Construction Work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the site. Design/Builder shall at all times safeguard Owner's property and employees from injury or loss in connection with the performance of the Contract. Design/Builder shall at all times safeguard and protect its own partially or completely finished Construction Work and that of the adjacent property and all adjacent construction Work from damage. Design/Builder shall protect Owner's equipment, apparatus, machinery, and other property and all adjacent construction Work with boarding and other safeguards so as to

keep the premises free from dampness, dirt, dust, or other damage and shall remove all such temporary protection upon completion of the Construction Work.

(U) Repair of Collateral Damage: Unless otherwise instructed by Owner, Design/Builder shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by Design/Builder's performance of the Construction Work.

(V) Cleaning the Site: Design/Builder shall keep the site reasonably clean during performance of the Construction Work. Upon Final Completion of the Construction Work, Design/Builder shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Design/Builder's property therefrom.

(W) Owner's Access to Construction Work: At all times relevant to the Contract, Design/Builder shall provide access to the Construction Work to Owner and its designees without formality or other procedure.

(X) Decisions Regarding Aesthetic Effect: The City Project Manager's decisions in matters relating to aesthetic effect shall be final.

(Y) Design/Builder to Remain an Independent Contractor: In performing both Design Services and Construction Work under this Contract, the relationship between Owner and Design/Builder is that of independent contractor, and the execution of this Contract does not change the independent status of Design/Builder. Design/Builder shall exercise independent judgment in performing its duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the Contract workflow and determining how all Contract work is to be performed. No term or provision of this Contract or act of Design/Builder in the performance of this Contract shall be construed as making Design/Builder the agent, servant or employee of Owner, or making Design/Builder or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which Owner provides its employees.

ARTICLE 10
CONTRACT PRICE

(A) Design Services Fee, And Guaranteed Maximum Price: Owner shall pay, and Design/Builder shall accept, as full and complete payment for the Design Services, an amount not to exceed **ONE HUNDRED THIRTY-FOUR THOUSAND, SEVEN HUNDRED TEN AND 75/100 DOLLARS ($134,710.75)**, payable on the basis of monthly billings as Design Services are completed and accepted by the City Project Manager. Design additions made to the original concept plan which are not referenced as add alternates in this Contract, and which are considered and approved of during the design process, will be incorporated by Change Order. The Design Change Order will specify the additional design fee, if any, for the requested enhancements, and will be signed by both parties.

(1) Prior to final completion and acceptance of Design Services, and upon presentation of final Design and Contract Documents to the City Project Manager for final review, Design/Builder shall also provide to Owner a final Guaranteed Maximum Price

("GMP") that guarantees to Owner the price for which all Construction Work will be completed within the construction schedule and the Project Budget.

(2) Owner shall pay and Design/Builder shall accept the GMP for the performance of all Construction Work required by the Contract, and the performance of all other requirements of this Contract. The GMP shall consist of the Cost of the Construction Work as defined in the Contract, plus any Design/Builder's Management Fee, which is included in the GMP. Design/Builder agrees and guarantees the GMP shall not to exceed **ONE HUNDRED THIRTY-FOUR THOUSAND, SEVEN HUNDRED TEN AND 75/100 DOLLARS ($134,710.75)**, subject to additions and deductions by Change Order as provided in the Contract Documents. Owner agrees to perform its responsibilities so as to assist Design/Builder to facilitate the completion of the Construction Work and represents to Design/Builder that there will be sufficient funds available to pay Design/Builder the final GMP of **ONE HUNDRED THIRTY-FOUR THOUSAND, SEVEN HUNDRED TEN AND 75/100 DOLLARS ($134,710.75)**, as adjusted by any Change Order**. The GMP, unless changed by Supplemental Contract or Change Order, represents the absolute limit of obligation or liability that Owner may ever have insofar as the cost for full and final completion of the Construction Work, and the total of all payments to Design/Builder or its Subcontractors, are concerned.** Should additional amounts be required to be expended, over and above the GMP, to achieve completion of the Construction Work, including Project construction, and payment to Design/Builder, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Design/Builder and its Contract Surety herein, and Owner shall never be liable for same. Notwithstanding anything contained herein or elsewhere to the contrary, should the final Cost of the Construction Work and Design/Builder's compensation total less than the GMP, or any approved revision thereof, the difference shall inure to the benefit of Owner and no claim for all or any portion of said difference shall be valid against or payable by Owner. **Owner's limitation of obligation or liability set out in this Paragraph shall be incontrovertible and unequivocal; any term or provision of this Contract, the Exhibits, attachments, or provisions incorporated by reference in or to this Contract, or of any Subcontract executed in furtherance of the anticipated Construction Work under the Contract shall not be construed or deemed to alter or waive this absolute condition.** Likewise, Design/Builder's absolute responsibility for the completion of the Project in accordance with the Contract Documents, including the Plans and Specifications, and within the agreed cost constraints, as well as Design/Builder's agreement to bear all costs in excess of the GMP without recourse to Owner, if such excess costs are necessary for the completion of the Construction Work, shall be incontrovertible and undisputable, and shall take precedence over all other terms and provisions of this Contract and the Exhibits hereto, no part of which shall be deemed to alter, diminish, or waive such obligations.

(B) Management of Construction Work: In addition to the Construction Work Design/Builder will perform, it will also provide all the usual and necessary traditional construction management services incident to construction projects of the nature and scope of this Project, for which the Management Fee is included as part of the GMP. The services required are not intended in any manner to diminish the overall responsibility of Design/Builder for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

(C) Cost of Construction Work: Owner agrees to pay Design/Builder for the Cost of the Construction Work. However, in no event shall the sum of payments for the Cost of the Construction Work, Design/Builder's Management Fee and any other Design/Builder compensation exceed the Guaranteed Maximum Price, as adjusted by Change Order. The term "Cost of the Construction Work" shall mean costs necessarily incurred in the performance of the Construction Work during the Construction Phase, and paid or payable by the Design/Builder.

(1) Design/Builder shall be responsible for enforcing warranties and for obtaining correction and/or replacement of all defective work not constructed or installed in accordance with the Contract Documents. All such corrective or remedial work required by the Contract Documents shall be performed by the responsible Subcontractors under the terms of their Subcontracts, without additional cost to the Owner. Costs incurred by Design/Builder to correct or remedy work performed by Design/Builder's own forces, or where the responsible Subcontractor fails to perform, shall not be a Cost of the Construction Work, and shall be Design/Builder's sole responsibility, at no additional cost to Owner; provided, however, Design/Builder shall be entitled to the proceeds of any Subcontractor maintenance bond, where such Subcontractor has defaulted in this regard.

(D) Reconstruction Due to Casualty Loss: If, after a substantial loss from fire, flood, or similar cause not due to the default or neglect of the Design/Builder, and the Design/Builder is put in charge of reconstruction, the Design/Builder shall be paid a management fee for its services which will be negotiated at the time of occurrence, and paid by the proceeds of insurance, or through utilization of the Change Order procedure set out in this Contract.

(E) Discounts, Refunds, Sales of Surplus Materials: All discounts, if realized, for prompt payment shall belong to Owner and shall be accounted for in the applicable GMP line item. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall likewise belong to Owner, and Design/Builder and Owner shall make provisions so that they can be secured, the amounts thereof to be accounted for in the applicable line item.

ARTICLE 11
PAYMENT OF THE CONTRACT PRICE

(A) Payment Procedure: Owner shall pay the Contract Price to Design/Builder in accordance with the procedures set forth in this Article 11.

(B) Request for Payment: On or before the **TWENTY-FIFTH (25TH) DAY OF EACH MONTH**, Design/Builder shall submit to Owner its request for payment in such form, and with supporting documentation, as Owner may require. Each request shall seek payment for the Design Services and Cost of the Construction Work and Services as defined and allowed which were incurred during and through the last day of the preceding month.

(C) All invoices submitted by Design/Builder shall include the City Contract Number, an assigned invoice number, invoice date, a summary of activities performed during each one-month period, a review of the project schedule and budget, a list of problems encountered (if any) during the previous one-month period, any problems (if any) anticipated for the upcoming one-month period, and projected activities for the upcoming one-month period. Design/Builder shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Recreation and Parks Department,** Attn: **William Rodriguez-Cayro**, **828 NE 8th Avenue, Ocala, Florida 34470**, E-Mail: **wcayro@ocalafl.org**.

(D) Time for Payment: Within **THIRTY (30) DAYS** after receipt by Owner of a properly prepared and certified request for payment, Owner shall make payment to Design/Builder in an amount equal to the total of the Cost of the Construction Work and Services properly performed or furnished as of the date covered by such request for payment, less retainage in the amount of **FIVE PERCENT (5%)**, and less any payments previously made by Owner to Design/Builder.

(E) Right to Audit: Owner shall be entitled to rely upon the accuracy and completeness of the information furnished by Design/Builder in connection with its request for payment. Owner shall have the right, however, upon demand, to make a detailed examination, audit or inspection of Design/Builder's books and records relating to the Allowances for the purpose of verifying the accuracy and completeness of such information. In the event Owner determines that Design/Builder has been paid any sums not due Design/Builder, same shall be reimbursed by Design/Builder to Owner within **FORTY-EIGHT (48) HOURS** of demand by Owner.

(F) Condition Precedent to Final Payment: Notwithstanding any other provision in the Contract Documents, final payment shall not be made to Design/Builder until Design/Builder has fully performed all of its obligations under the Contract, except for warranty and guarantee components, which are excluded for the purposes of this Article 11(E), and the Design Services and the Construction Work are fully complete.

(G) Owner's Review of Pay Requests: Owner shall have the right to review all pay requests and the Design Services and the Construction Work at the Project site or elsewhere to determine whether the quantity and quality of the Construction Work and the Design Services is as represented in the pay request and as required by the Contract.

(H) Conditions Precedent to Payment: In addition to all other conditions precedent contained herein, it shall be a condition precedent to payment of any pay request that Design/Builder have submitted updated schedules for the performance of its Construction Work and Design Services as required by this Contract.

(I) Design/Builder's Use of Progress Payments: Upon receipt of any payment from Owner, Design/Builder shall promptly pay all Subcontractors, materialmen, laborers, and Suppliers such amounts as they are entitled for the Construction Work covered by such payment.

(J) Use of Joint Checks: If Owner becomes informed that Design/Builder has not paid a Subcontractor, materialman, laborer, or Supplier as provided herein, Owner shall have the right, but not the duty, to issue checks and payment then or thereafter otherwise due to Design/Builder naming Design/Builder and any such Subcontractor, materialman, laborer, or Supplier as joint payees. Such joint check procedure, if employed by Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit Owner to repeat the procedure in the future nor to create any contractual or other relationship of any kind between Owner and such person or entity.

(K) Payment Not A Waiver or Acceptance: No payment to Design/Builder, nor any use or occupancy of the Project by Owner, shall be interpreted or construed to constitute acceptance of any Construction Work not in strict compliance with the Contract, and Design/Builder expressly accepts the risk that defective Construction Work may not be detected (1) during any inspection by Owner, (2) prior to making of any payment to Design/Builder, or (3) before Owner's occupancy of the Project.

(L) Withholding of Payment: Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or the entire amount previously paid to Design/Builder in an amount then reasonably believed by Owner to be adequate to cover the demonstrated penalties, damages, and potential losses resulting or reasonably likely to result from:

(1) The quality of a portion, or all, of Design/Builder's Construction Work not being in accordance with the requirements of this Contract;

(2) The quantity of Design/Builder's Construction Work not being as represented in Design/ Builder's pay request, or otherwise;

(3) Design/Builder's rate of progress being such that, in Owner's reasonable and demonstrated opinion, Substantial Completion, Final Completion, or both, may be inexcusably delayed;

(4) Design/Builder's failure to use Contract funds, previously paid Design/Builder by Owner, to pay Design/Builder's Project-related obligations including, but not limited to, Subcontractors, laborers and material and equipment suppliers;

(5) Evidence that the balance of the Construction Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;

(6) Claims made, or likely to be made, against Owner or its property;

(7) Loss caused by Design/Builder;

(8) Design/Builder's failure or refusal to perform any of its obligations to Owner.

In the event that Owner makes written demand upon Design/Builder for amounts previously paid by Owner as contemplated in this Paragraph 11(L), Design/Builder shall promptly comply with such demand.

(M) Limitation on Duty to Pay: In addition to the grounds for withholding payment as set forth in Paragraph 11(L) hereinabove, Owner and Design/Builder further agree as follows:

(1) Within **TEN (10) CALENDAR DAYS** of the effective date hereof, Design/Builder shall submit to Owner a Schedule of Values allocating the Guaranteed Maximum Price to the various portions of the Design Services and the Construction Work, herein attached within **Exhibit B**. Such Schedule of Values shall be prepared in such form, with such detail, and supported by such data as Owner may require to substantiate its accuracy. Design/Builder shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by Design/Builder shall constitute a material breach of this Contract. The Schedule of Values shall only be utilized as a basis for evaluating Design/Builder's request(s) for payment and shall only constitute such basis after it has been acknowledged in writing by Owner;

(2) Each request for payment shall include a certification by Design/Builder of the percentage of completion, as of the date of such request for payment, of those portions of the Design Services and the Construction Work as identified in the Schedule of Values. Design/Builder shall furnish to Owner such documentation or other supporting data as Owner may request in order to verify the percentage of completion certified by Design/Builder;

(3) Owner shall have no obligation to make payment to Design/Builder for any Design Services or Construction Work where the amount for which such payment is requested is in excess of the amount allocated in the Schedule of Values for such Design Services or Construction Work based upon the percentage of completion as of the date of the request for payment.

(N) Unexcused Failure to Pay: If Owner, without cause or basis hereunder, fails to pay Design/Builder any amounts due and payable to Design/Builder within **TWENTY (20) DAYS** after the date established in this Contract for payment of such amounts, then the payment shall bear interest in accordance with the Florida Prompt Payment Act, as amended. Provided, however, that Owner shall not be liable for interest due on any late or delayed progress payment or final payment caused by any good faith claim or dispute, any discrepancy in quantities, any failure to provide supporting documentation or other information required with the request for payment or as a precondition to payment under the Contract Documents, or due to any payment Owner has a right to withhold or not certify under the Contract Documents.

ARTICLE 12
SUBSTANTIAL AND FINAL COMPLETION

(A) Substantial Completion: "Substantial Completion" shall mean that stage in the progression of the Construction Work, as approved by Owner in writing, when the Project is sufficiently

complete in accordance with the Contract that Owner can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by Owner of all necessary certificates of occupancy or other authorizations for the use and occupancy of the Project required by any governmental or regulatory authority. Owner reserves the right to occupy and use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

(B) Determination of Substantial Completion: When Design/Builder believes that the Construction Work is substantially complete, Design/Builder shall notify the City Project Manager in writing and shall submit to Owner a list of items remaining to be completed or corrected. The City Project Manager (or an independent consultant hired by Owner) will perform an inspection. If the Construction Work is substantially complete, in the sole opinion of Owner, Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of Owner and Design/Builder for Project security, maintenance, utilities, damage to the Construction Work, and insurance, and shall fix the date, not longer than **THIRTY (30) DAYS** after the established date of Substantial Completion, within which Design/Builder shall complete any items of incomplete or defective Construction Work. The Certificate of Substantial Completion shall be submitted to Design/Builder for its written acceptance of the responsibilities assigned to it in such certificate.

(C) Payment Upon Substantial Completion: Upon Substantial Completion of the Construction Work, and upon execution by both Owner and Design/Builder of the Certificate of Substantial Completion, Owner shall pay Design/Builder, within **THIRTY (30) DAYS**, all sums due Design/Builder, including such amount of retainage as the Owner in its reasonable discretion wishes to pay based upon the value of remaining performance, less the reasonable costs, as determined by Owner in Owner's reasonable and demonstrated discretion, for completing all incomplete Construction Work and Design Services, correcting and bringing into strict conformance all defective and nonconforming Construction Work, and handling all outstanding or threatened claims.

(D) Final Completion: "Final Completion" shall mean the completion of all Design Services and all Construction Work required by, and in strict compliance with, the Contract, including Design/Builder's provision to Owner of all documents and things required to be provided by the Contract.

(E) Determination of Final Completion: When Design/Builder believes that all of the Construction Work is finally complete, and Design/Builder is ready for a final inspection, Design/Builder shall so notify the City Project Manager in writing. The City Project Manager (or a designee of the Owner) will then make final inspection of the Construction Work and, if the Construction Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then Owner will authorize final payment, providing for

payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract.

(F) Payment After Final Completion: Owner shall make final payment of all remaining sums due to Design/Builder within **THIRTY (30) DAYS** after Final Completion as reflected by Owner's final acceptance, provided that all documents and things required to be delivered to Owner under this Contract have been delivered as required, and provided that all other conditions precedent to payment have been satisfied.

(G) Conditions Precedent to Final Payment: Prior to being entitled to receive final payment and as a condition precedent thereto, Design/Builder shall furnish Owner, in the form and manner required by the City Project Manager, the following:

(1) consent of surety to final payment;

(2) a complete set of the as-built drawings and the record set of Contract Documents; and

(3) all product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a Contractor, or expressly required herein, as a part of or prior to Project closeout.

(H) Acceptance of Final Payment A Waiver: Acceptance by Design/Builder of final payment shall constitute a waiver and release of all claims against Owner by Design/Builder except for those claims previously made in writing against Owner by Design/Builder, pending at the time of final payment and specifically identified on Design/Builder's pay request for final payment as unsettled at the time it submits its pay request.

ARTICLE 13
OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

In addition to payment, Owner shall undertake to perform the following:

(A) Provide Project Information: Owner shall provide Design/Builder with information regarding Owner's requirements for the Project including any desired or required design or construction schedule.

(B) Review of Documents: Owner shall review any documents submitted by Design/ Builder requiring Owner's decision, and shall render any required decisions pertaining thereto.

(C) Provide Notice of Defects: In the event Owner knows of any material fault or defect in the Construction Work, nonconformance with the Contract, or of any errors, omissions or inconsistencies in the Design Documents, then Owner shall give prompt notice thereof in writing to Design/Builder.

(D) Access to The Site and The Construction Work: Owner shall provide Design/Builder access to the site and to the Construction Work, and shall provide Design/Builder with such information, existing and reasonably available, necessary to Design/Builder's performance of the Contract as Design/Builder may request.

(E) Cooperation to Secure Permits, Licenses, Approvals, And Authorizations: Owner shall cooperate with Design/Builder in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.

(F) Timely Performance: Owner shall perform the duties set forth in this Article 13 in a reasonably expeditious fashion so as to permit the orderly and timely progress of Design/Builder's Design Services and of the Construction Work.

(G) Owner's Reviews, Inspections, Approvals, And Payments Not A Waiver: Owner's review, inspection, or approval of any Construction Work, Design Documents, Submittals, or pay requests by Design/Builder shall be solely for the purpose of determining whether such Construction Work and such documents are generally consistent with Owner's construction program and requirements. No review, inspection, or approval by Owner of the Construction Work or documents shall relieve Design/Builder of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Construction Work. Approval by any governmental or other regulatory agency or other governing body of any Construction Work, Design Documents, or Contract Documents shall not relieve Design/Builder of responsibility for the strict performance of its obligations under the Contract. Payment by Owner pursuant to the Contract shall not constitute a waiver of any of Owner's rights under the Contract or at law, and Design/Builder expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Owner.

(H) Delay or Forbearance Not Waiver: Owner's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Design/Builder under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

(I) Documents Requested by Design/Builder: Owner shall furnish to Design/Builder, prior to the execution of this Contract, any and all written and tangible material knowingly in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Design/Builder only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, Owner does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, and shall have no liability therefor. If Design/Builder requests it in writing, Owner shall also furnish surveys, legal limitations, utility locations (if known), and a legal description of the Project site.

(J) Approvals and Easements: Owner shall obtain all easements required for construction, and shall pay for necessary assessments and charges required for use and occupancy of the Construction Work. Design/Builder shall render such assistance as Owner may request in obtaining such easements, certificates of occupancy, and the like.

(K) Right to Stop Construction Work: In the event Design/Builder fails or refuses to perform the Construction Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, Owner may, at its option, instruct Design/Builder to cease and desist from performing further Construction Work, or any part thereof. Upon receipt of

such instruction from Owner in writing, Design/Builder shall immediately cease and desist as instructed by Owner and shall not proceed further until the cause for Owner's instructions has been corrected, no longer exists, or Owner instructs that the Construction Work may resume.

(L) Owner's Right To Perform Construction Work: In the event Owner issues such instructions to stop Construction Work, and in the further event that Design/Builder fails and refuses within **SEVEN (7) DAYS** of receipt of same to provide adequate assurance to Owner that the cause of such instructions will be eliminated or corrected, then Owner shall have the right, at its sole and exclusive cost, risk, and liability, to carry out the Construction Work with its own forces, or with the forces of other contractors, and Design/Builder shall be fully responsible for the costs incurred in correcting any defective or deficient Construction Work. The rights set forth in Paragraph 13(K) and this Paragraph 13(L) are in addition to, and without prejudice to, any other rights or remedies Owner may have against Design/Builder, including the rights to terminate or withhold payment as provided herein.

ARTICLE 14
PROJECT DOCUMENTATION

(A) Maintenance of Project-Related Records: Design/Builder shall maintain and protect all records relating in any manner whatsoever to the Project (the "Project Records") for no less than **FOUR (4) YEARS** after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.

(B) Availability of Project-Related Records to Owner: All Project Records which are in the possession of Design/Builder or Design/Builders Subcontractors shall be made available to Owner for inspection and copying upon Owner's request at any time. Additionally, such records shall be made available upon request by Owner to any state, federal or other regulatory authorities, and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, Submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, or other writings or things which document the Project, its design, or its construction. Said records include those documents reflecting the cost of design and construction to Design/Builder.

ARTICLE 15
PERSONNEL, SUBCONTRACTORS AND SUPPLIERS

(A) Subcontractor Defined: A "Subcontractor" shall mean an entity which has a direct contract with Design/Builder to perform a portion of the Construction Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing specially fabricated equipment and materials for the Project.

(B) Supplier Defined: A "Supplier" shall mean an entity providing only equipment or materials for the performance of the Construction Work.

(C) Objections to Subcontractors: Upon execution of this Contract, and at such later times as may be applicable, Design/Builder shall furnish Owner, in writing, the names of persons or entities proposed by Design/Builder to act as Subcontractors on the Project.

Design/Builder shall provide such information regarding such proposed Subcontractors as Owner deems necessary. Owner shall promptly reply to Design/Builder, in writing, stating any objections Owner may have to such proposed Subcontractors. Design/Builder shall not enter into a subcontract with an intended Subcontractor with reference to whom Owner objects. In the event Owner objects to such proposed Subcontractor, Design/Builder shall be entitled to the additional costs and time in retaining a Subcontractor acceptable to the Owner. Any consent or failure to reject by Owner shall in no way relieve Design/Builder of any of its duties or warranties under the Contract.

(D) Terms of Subcontracts: All subcontracts and purchase orders with Subcontractors shall afford Design/Builder rights against the Subcontractor which correspond to those rights afforded to Owner against Design/Builder under this Contract, including those rights of Contract suspension, termination, and stop Construction Work orders as set forth in this Contract. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor of Design/Builder, and a provision to this effect shall be inserted into all agreements between Design/Builder and its Subcontractors.

(E) Design/Builder Responsible for Acts of Its Subcontractors: Should Design/Builder subcontract all or any part of the Construction Work, such subcontracting of the Construction Work shall not relieve Design/Builder from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Design/Builder shall be responsible for all and any acts, defaults, omissions or negligence of its Subcontractors, Suppliers, and consultants.

(F) Personnel: Design/Builder shall employ and assign only qualified and competent personnel to perform any service or task concerning the Project. Design/Builder shall designate one such person as the Project Design/Builder. Absent written instruction from Design/Builder to the contrary, the Project Design/Builder shall be deemed to be Design/Builder's authorized representative and shall be authorized to receive and accept any and all communications from Owner. Key design and supervisory personnel assigned by Design/Builder to this Project are as follows:

NAME	FUNCTION
Chap Dinkins	Manager, Dinkins Construction, LLC
Mark Bowden	Bowden Construction Services
Andrew Bowden	Project Manager
Michelle Partin	Principal Architect, Partin Architecture
Richard Decker	Project Manager

So long as the individuals named above remain actively employed or retained by Design/Builder, or any related entity or affiliate thereof, they shall perform the functions indicated next to their names unless Owner agrees to the contrary in writing or unless Owner requests removal of any such individual from the Project. In the event Owner requests the removal of any of the individuals named above, Design/Builder shall immediately comply and shall immediately replace such individual with a qualified

substitute to whom Owner makes no objection. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, Design/Builder shall be bound by the provisions of this Paragraph 15(F) as though such individuals had been listed above.

(G) Removal of Subcontractors and Personnel: If, at any time during the course of the Project, Owner reasonably determines that the performance of any Subcontractor or any member of Design/Builder's staff working on the Project is unsatisfactory, Owner's Representative may require Design/Builder to remove such Subcontractor or staff member from the Project immediately and replace the staff member at no cost or penalty to Owner for delays or inefficiencies the change may cause.

ARTICLE 16
CHANGES AND EXTENSIONS OF TIME

(A) Owner's Right to Order Changes: Changes in the Design Services or the Construction Work under this Contract, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by Owner without invalidating the Contract. Such changes shall be communicated by Change Order, Field Order or supplemental agreement, as applicable. Design/Builder shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the following terms and conditions as set forth in this Article 16.

(B) Changes and Extensions of Time: All change orders, changes requested by Design/Builder, or extensions of Contract Time occurring during construction of the Project related to actual Construction Work shall be governed by the City's General Conditions of Construction, Volume I. All changes to the scope of Design Services or extensions of the agreed upon Design Schedule during the design process shall be made by mutual agreement of Owner and Design/Builder, and claims for an increase in design compensation due to a change in the scope of design construction Work or for an extension of time to the Design Schedule shall be made in writing within **SEVEN (7) CALENDAR DAYS** after occurrence of the event that gives rise to the claim. All requests for additional compensation due to a change in the scope of Design Services, and all requests for an extension of time to the Design Schedule, shall include sufficient backup documentation for Owner to reasonably understand the request and the amount of time or compensation requested and to determine the merits of the request.

(C) Adjustments to Guaranteed Maximum Price or Contract Time: Upon the occurrence of a change order for Construction Work as set forth in Paragraph 16(A) hereinabove which increases the Cost of the Construction Work, the Guaranteed Maximum Price will thereafter include such Cost of the Construction Work and Services attributable to such change to the extent allowed by Paragraph 10(B) hereinabove. The failure of Design/Builder to provide notice in writing to Owner in accordance with Paragraph 16(B) of any request for an increase in the Guaranteed Maximum Price or for an extension of the Contract Time shall constitute a waiver by Design/Builder of any entitlement thereto.

(D) Continuing Duty to Perform Construction Work and Make Payment; In the event the parties are unable to agree on the terms of a Change Order or Supplemental Contract,

then Design/Builder shall continue to diligently perform the Design Services and the Construction Work, including any change directed by Owner by Change Order or Supplemental Contract, and shall keep thorough records of the cost of performance of such Change Order or Supplemental Contract.

(E) Fiduciary Relationship: Design/Builder recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Design/Builder and Owner and agrees that it shall at all times in good faith use its best efforts to advance Owner's interests and agrees to perform the Design Services and the Construction Work in the highest professional manner.

ARTICLE 17
CLAIMS BY DESIGN/BUILDER

(A) Terms and Conditions of Claims: Claims by Design/Builder against Owner are subject to the terms and conditions of this Article 17, and strict compliance herewith shall be a condition precedent to any liability of Owner therefor.

(B) Claim Procedures: All claims for additional compensation or additional time, regardless of their nature, when they occur, or whether they occur during the design or construction phase, shall be governed by the procedures of the City's Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.

(C) Continuous Duty to Provide Documentation: Design/Builder shall provide, and continue to provide, to Owner all such documentation, including cost and time records, as and when Owner may request so that Owner may evaluate Design/Builder's claim.

(D) Duty to Continue Performance: Design/Builder shall continue its performance under this Contract regardless of the existence of any claims submitted by Design/Builder against Owner.

(E) Claims for Increase in Compensation: In the event Design/Builder seeks to make a claim for an increase in Design Services compensation or in the Guaranteed Maximum Price, as a condition precedent to any liability of Owner for any claim, Design/Builder shall strictly comply with the requirements of Paragraph 17(B) above and such notice shall be given by Design/Builder before proceeding to execute any alleged additional or changed Construction Work. Failure of the condition precedent to occur shall constitute a waiver by Design/Builder of any claim.

(F) Limit Of Owner's Liability For Increased Compensation: In connection with any claim by Design/Builder against Owner for compensation in excess of the Guaranteed Maximum Price or the not- to exceed limit of the Design Services compensation, any liability of Owner shall be strictly limited to the Cost of the Construction Work and Design Services as defined and allowed in Paragraph 10(C) above and shall in no event include, indirect, consequential, impact or other costs, expenses or damages of Design/Builder or its Subcontractors. Owner shall not be liable to Design/Builder for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which Owner would not be liable to Design/Builder under the terms of the Contract. As a condition precedent to Owner's liability to Design/Builder for any loss or damage resulting from claims of third

parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Design/Builder and such claims must have been submitted to Owner by Design/Builder in strict compliance with all the requirements of this Article 17. Owner shall not be liable to Design/Builder for claims of third parties including Subcontractors, unless and until the liability of Design/Builder has been established in a court of competent jurisdiction.

(G) Owner's Right to Order Acceleration and To Deny Claimed and Appropriate Time Extensions, In Whole or In Part: Design/Builder acknowledges and agrees that Substantial Completion of the Construction Work by or before the Scheduled Completion Date is, or may be, of substantial importance to Owner.

(1) Owner shall accordingly have the right in its sole discretion to order Design/Builder to accelerate its progress in such a manner as to achieve Substantial Completion on or before such date as Owner may reasonably direct and, upon receipt, Design/Builder shall comply with such order, provided that Owner and Design/Builder have agreed in writing to the extent of such acceleration and associated costs.

(2) In the event that Design/Builder is otherwise entitled to an extension of Contract Time and has made claim therefor in accordance with Paragraph 16(B) above, Owner shall have the right in its sole discretion to deny all, or any part, of such extension of Contract Time by written notice to Design/Builder provided within **SEVEN (7) DAYS** of receipt of Design/Builder's claim. Should Owner deny Design/Builder's claim for an extension of Contract Time under this Subparagraph (2), either in whole or in part, Design/Builder shall proceed to prosecute the Construction Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date.

(H) Claims Resolved by Change Order: The resolution of any claim under this Article 17 shall be reflected by a Change Order or Supplemental Contract executed by Owner and Design/Builder.

ARTICLE 18
UNCOVERING AND CORRECTING CONSTRUCTION WORK

(A) Design/Builder Not to Cover Construction Work Contrary to Requirements: If any of the Construction Work is covered, concealed or obscured contrary to the written request of Owner, or contrary to any provision of the Contract, said Construction Work shall, if required by Owner, be uncovered for inspection and shall be properly replaced at Design/Builder's expense without change in the Contract Time.

(B) Owner's Right to Order Uncovering of Any Construction Work: If any of the Construction Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 18(A) above, it shall, if required by Owner, be uncovered for inspection. If such Construction Work conforms strictly with the Contract, the cost of uncovering and proper replacement shall be charged to Owner. If such Construction Work does not strictly conform with the Contract, Design/Builder shall pay the cost of uncovering and proper replacement.

(C) Duty to Correct Rejected Construction Work: Design/Builder shall immediately proceed to correct Construction Work rejected by Owner as defective or failing to conform to the Contract. Design/Builder shall pay all costs and expenses associated with correcting such rejected Construction Work, including any additional testing and inspections made necessary thereby.

(D) Duty to Correct Defective Construction Work Discovered After Completion: In addition to its warranty obligations set forth elsewhere herein, Design/Builder shall be specifically obligated to correct at its cost and expense any and all defective or nonconforming Construction Work for a period of **TWENTY-FOUR (24) MONTHS** following Substantial Completion upon written direction from Owner. This obligation shall survive final payment by Owner and termination of the Contract.

(E) No Period of Limitation Established: Nothing contained in Paragraph 18(D) shall establish any period of limitation with respect to other obligations which Design/Builder has under the Contract. Establishment of the two-year time period in Paragraph 18(D) above relates only to the duty to Design/Builder to specifically correct the Construction Work.

(F) Owner's Option to Accept Defective Construction Work: Owner may, but shall in no event be required to, choose to accept defective or nonconforming Construction Work. In such event, the Contract Price shall be reduced by the reasonable costs of removing and correcting the defective or nonconforming Construction Work. Owner shall be entitled to a reduction in the GMP regardless of whether Owner has, in fact, removed and corrected such defective Construction Work. If the unpaid balance of the GMP, if any, is insufficient to compensate Owner for the acceptance of defective or nonconforming Construction Work, Design/Builder shall, upon written demand from Owner, pay Owner such additional compensation for accepting defective or nonconforming Construction Work.

ARTICLE 19
SUSPENSION AND TERMINATION

(A) Suspension of Performance: Owner may for any reason whatsoever suspend performance under the Contract. Owner shall give written notice of such suspension to Design/Builder specifying when such suspension is to become effective.

(B) Ceasing Performance Upon Suspension: From and upon the effective date of any Suspension ordered by Owner, Design/Builder shall incur no further expense or obligations in connection with this Contract, and Design/Builder shall cease its performance. Design/Builder shall also, at Owner's direction, either suspend or assign to Owner any of its open or outstanding subcontracts or purchase orders.

(C) Claim for Costs of Suspension: In the event Owner directs a suspension of performance under this Article 19, limited by any fault of Design/Builder, and provided Design/Builder submits a proper claim as provided in this Contract, Owner shall pay Design/Builder as full compensation for such suspension Design/Builder's reasonable costs, actually incurred and paid, of:

(1) demobilization and remobilization, including such costs paid to Subcontractors;

(2) preserving and protecting Construction Work in place;

(3) storage of materials or equipment purchased for the Project, including insurance thereon; and

(4) performing in a later, or during a longer, time frame than that contemplated by this Contract.

(D) Resumption of Construction Work After Suspension: If Owner lifts the suspension it shall do so in writing, and Design/Builder shall, as reasonably promptly as possible, resume performance of the Contract unless, prior to receiving the notice to resume, Design/Builder has exercised its right of termination as provided herein.

(E) Termination by Owner for Convenience: Owner reserves the right, for any reason whatsoever (including, but not limited to, non-appropriation of funding), or without reason, terminate performance under the Contract by Design/Builder for convenience. Owner shall give **THIRTY (30) CALENDAR DAYS** advance written notice of termination for convenience to Design/Builder. Design/Builder shall incur no further obligations in connection with the Contract and Design/Builder shall stop Design Services and the Construction Work when such termination becomes effective. Design/Builder shall also, at Owner's direction, either terminate or assign to Owner outstanding orders and subcontracts. Design/Builder shall settle the liabilities and claims arising out of any terminated subcontracts and orders. Owner may direct Design/Builder to assign Design/Builder's right, title and interest under terminated orders or subcontracts to Owner or its designee. Design/Builder shall transfer title and deliver to Owner such completed or partially completed Design Documents, Construction Work and materials, equipment, parts, fixtures, information and Contract rights as Design/Builder has.

(F) Submission of Termination Claim and Compensation for Termination for Convenience: When terminated for convenience, Design/Builder shall be compensated as follows:

(1) Design/Builder shall submit a termination claim to Owner specifying the amounts believed to be due because of the termination for convenience together with costs, pricing or other data required by Owner. If Design/Builder fails to file a termination claim within **THREE (3) MONTHS** from the effective date of termination, Owner shall pay Design/Builder an amount derived in accordance with Subparagraph (3) below;

(2) Owner and Design/Builder may agree to the compensation, if any, due to Design/Builder under this paragraph;

(3) Absent agreement to the amount due to Design/Builder, Owner shall pay Design/Builder, as full compensation for termination for convenience, the following amounts:

(a) the Cost of the Construction Work and Services, to the extent incurred or paid prior to receipt by Design/Builder of the notice of termination;

(b) such portion of Design/Builder's Fee which is earned and unpaid as of the date of receipt by Design/Builder of the notice of termination;

(c) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph 19(E) hereinabove. These costs shall not include amounts paid in accordance with other provisions of this Contract;

(d) reasonable costs of demobilization; and

(e) materials created and stored by Design/Builder or Design/Builder's Subcontractors.

In no event shall Design/Builder be entitled to recover lost profits or other incidental or consequential damages from Owner on account of a termination for convenience, or an erroneous termination for cause as described below.

(G) Termination By Owner For Cause: If Design/Builder does not perform the Construction Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then Owner may by written notice to Design/Builder, without prejudice to any other right or remedy against Design/Builder or others, terminate the performance of Design/Builder and take possession of the Project site and of all materials and equipment at the site and may finish the Construction Work by whatever methods it may deem expedient. In such cases, Design/Builder shall not be entitled to receive any further payment until the Construction Work is finished.

(1) Erroneous Termination for Cause: In the event the employment of Design/Builder is terminated by Owner for cause pursuant to Paragraph 19(G) and it is subsequently determined by a court or other tribunal of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Paragraph 19(E) and the provisions of Paragraph 19(F) regarding compensation shall apply.

ARTICLE 20
OWNERSHIP OF DOCUMENTS

(A) Documents Considered Owner's Property: The Design Documents and the Contract Documents, including but not limited to, the drawings, specifications and other documents or things prepared by Design/Builder for the Project, shall immediately become and be the sole property of Owner. Any documents furnished by Owner shall remain the property of Owner. Design/Builder may be permitted to retain copies of the Design Documents and Contract Documents and any documents furnished by Owner for its records with approval in writing of Owner; provided, however, that in no event shall Design/Builder use, or permit to be used, any portion or all of such documents on other projects without Owner's prior written authorization.

ARTICLE 21
INDEMNITY

(A) General Indemnity: Design/Builder agrees to indemnify City, and its elected officials, employees and volunteers against, and hold City and its elected officials, employees, and volunteers harmless from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Contract including, without limitation, harm or personal injury to third persons during the term of this Contract to the extent attributable to the actions of Design/Builder, its agents, and employees.

ARTICLE 22
INSURANCE

(A) General Insurance Requirements: Design/Builder shall procure, pay for, and maintain during the term of this Contract, insurances as detailed below with a company authorized to do business in the State of Florida and otherwise acceptable to Owner.

(B) Additional Insured. The "City of Ocala" shall be added to all third-party coverage required by and provided for this contract as an "ADDITIONAL INSURED," but only to the extent of the risk obligations assumed hereunder by Design/Builder.

(C) Miscellaneous Insurance Provisions.

(1) Severability of Interests. Design/Builder shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests / cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

(2) Insurance Requirements. These insurance requirements shall not relieve or limit the liability of the Design/Builder. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Design/Builder's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover the Design/Builder.

(3) Duplicate Coverage.

(a) Insurance required of the Design/Builder or any other insurance of the Design/Builder shall be considered primary and insurance or self-insurance of the City shall be considered excess, as may be applicable to claims against the City which arise out of this contract.

(b) Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.

(c) No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

(4) Deductibles. Design/Builder's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. They shall be reduced or eliminated at the option of the City. The Design/Builder is responsible for the amount of any deductible or self- insured retention.

(5) Certificates. Design/Builder shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least A, showing the "City of Ocala" as an Additional Insured. The City of Ocala, Procurement and Contracting Department, 110 SE Watula Ave, Ocala, FL 3447; E-Mail: vendors@ocalafl.org should be shown as the Certificate Holder. Renewal certificates must also be forwarded to the Procurement Department prior to the policy expiration. **TEN (10) DAYS** written notice must be provided to the City of Ocala's Procurement Department in the event of cancellation. *Non-rated insurers must be pre-approved by the City Risk Manager.

(6) Failure to Maintain Coverage. In the event that Design/Builder fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Design/Builder under this Contract, Design/Builder shall be considered to be in default of this Contract.

(D) LIABILITY INSURANCE. General liability insurance, with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate shall be provided and maintained by the Design/Builder. The policy will include a "per project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).

(1) If the Commercial General Liability form is used:

(a) Coverage A - shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

(b) Coverage B - shall include personal injury.

(c) Coverage C - medical payments, is not required.

(2) If the Commercial General Liability form is used, it shall include at least:

(a) Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.

(E) BUSINESS AUTO LIABILITY. Business Auto Liability insurance shall be provided by the Design/Builder with combined single limits of not less than $1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance, or use of any auto including owned, non-owned and hired automobiles and employee non-ownership use.

(F) WORKERS' COMPENSATION. Design/Builder shall purchase and maintain Workers' Compensation insurance for statutory requirements and employers' liability limits of at

least $1,000,000 each accident and $1,000,000 each employee, $1,000,000 policy limit for disease, and shall be responsible for ensuring that any subcontractor has statutory coverage. City need not be named as an Additional Insured, but a subrogation waiver endorsement is required.

(G) Liability Notwithstanding Insurance: Approval, disapproval or failure to act by Owner regarding any insurance supplied by Design/Builder or its Subcontractors shall not relieve Design/Builder of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. The bankruptcy or insolvency of Design/Builder's insurer or any denial of liability by Design/Builder's insurer shall not exonerate Design/Builder from the liability or responsibility of Design/Builder as set forth in this Contract.

ARTICLE 23
SURETY BONDS

(A) Performance Bond and Payment Bond: After the City's issuance of the Notice to Proceed, and before the start of the "Work," Design/Builder shall furnish to Owner a separate Public Construction Bond in the penal sum of 100% of the GMP amount. The bonds shall be written by a corporate surety or sureties authorized to conduct an insurance business in the State of Florida and licensed to issue surety bonds in the State of Florida, and otherwise acceptable to Owner. The bonds shall conform to the format and requirements of Florida Statute §255.05 (as security for the faithful performance of the payment of all bills, and obligations arising from the performance of the Contract).

ARTICLE 24
NON-DISCRIMINATION

(A) General: As a condition of this Contract, Design/Builder covenants that Design/Builder will take all necessary actions to insure that, in connection with any work under this Contract, Design/Builder, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Design/Builder shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Design/Builder shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of **THREE (3) YEARS** from final Contract completion, with full access allowed to authorized representatives of Owner, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

ARTICLE 25
MISCELLANEOUS PROVISIONS

(A) Governing Law; Venue: This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Florida, without regard to conflict of law or choice of law principles of Florida or of any other state. This Contract is performed in Marion County, Florida, and exclusive venue for the enforcement of rights or legal obligations under this Contract shall be in Marion County, Florida.

(B) Successors and Assigns: This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective successors and, except as otherwise provided in this Contract, their assigns.

(C) Non-Assignment: Design/Builder shall not assign this Contract, or any part of this Contract, without the prior written consent of Owner.

(D) Notices: Any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of **THREE (3) DAYS** after mailing.

If intended for Owner, to:

Tiffany Kimball, Contracting Officer
110 SE Watula Ave, 3rd Floor
Ocala, FL 34471
PH: 352-629-8366
E-Mail: tkimball@ocalafl.org

With a copy to:

Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471
PH: 352-867-7707
E-Mail: rbatsel@lawyersocala.com

If intended for Design/Builder, to:

Dinkins Construction, LLC
Attn: Chap Dinkins
2831 SE 17th Street
Ocala, FL 34471
PH: 352-368-2299
FAX: 352-368-2294
E-Mail: chap@dinkinsconstruction.com

(E) Severability: In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

(F) Counterparts: This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

(G) E-Verify: Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Contract. By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Contract and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Contract and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Contract was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

(H) Attorneys' Fees: If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

(I) JURY WAIVER. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS CONTRACT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

(J) Force Majeure. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Contract if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the

government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Contract that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

(K) Public Records. The Design/Builder shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Design/Builder shall:

(1) Keep and maintain public records required by the public agency to perform the service.

(2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Design/Builder does not transfer the records to the public agency.

(4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Design/Builder or keep and maintain public records required by the public agency to perform the service. If the Design/Builder transfers all public records to the public agency upon completion of the contract, the Design/Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design/Builder keeps and maintains public records upon completion of the contract, the Design/Builder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE DESIGN/BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN/BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

(L) Electronic Signatures. Design/Builder, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Contract. Further, a duplicate or copy of the Contract that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Contract for all purposes.

(M) Captions: The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

(N) Entire Agreement; No Oral Modifications: This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW]

EXECUTED on _____, by Owner, signing by and through its City Council, and by Design/Builder, acting through its duly authorized officials.

ATTEST:

_____

Angel B. Jacobs

City Clerk

CITY OF OCALA

_____

Ire Bethea, Sr.

City Council President

Approved as to form and legality:

_____

Robert W. Batsel, Jr.

City Attorney

DINKINS CONSTRUCTION, LLC

_____

By: _____

(Printed Name)

Title: _____

(Manager/Member)

OVERVIEW AND PURPOSE OF THE PROJECT

1. Design-Builder ("D-B") shall provide all labor, materials and provisions necessary to produce final design, construction documents and construction of an 1837 period frontier blacksmith shop at the Fort King National Historic Landmark within the city limits of Ocala, Florida.
2. For 15 plus years (1827-1843) Fort King served to promote law and order between the native Seminole Indians and the settlers in the Florida wilderness. It was an important military outpost during the Second Seminole War. The larger Fort King Reconstruction Project will include the recently constructed palisade walls and block houses as well as proposed interior and exterior structures that would have been relevant to the fort operation. This would have included a blacksmith shop.
3. Fort King was designated a National Historic Landmark by the United States Department of Interior in 2004. The property is owned jointly by the City of Ocala and Marion County. The City operates the park in cooperation with a not-for-profit citizen advisory board, the Fort King Heritage Foundation.
4. The Fort King Blacksmith Shop Project will be managed by the City of Ocala and financed by the Fort King Heritage Foundation through private donations and grants. Gulf Archaeology Research Institute, Inc. has completed required archaeology services. The Fort King Reconstruction projects are community projects; therefore, it is anticipated that a great number of like-minded community businesses and organizations will also desire to partner with the City to contribute services and materials for the blacksmith shop construction.
5. The design/construction team will develop design options, final design and construction of the blacksmith shop. The design process is expected to include visual representations of options and construction approaches available and from which final selections will be made.
6. It is the desire of the City of Ocala that the design provide the most authentic representation of the 1837 Fort King blacksmith shop as is feasibly possible while minimizing impact on subsurface cultural resources. The design and construction shall use historically verified design elements, materials and hardware and shall include all of the elements listed below:
   A. An estimated 10' W X 12' L (Est. 120 SF), two story structure.
   B. An estimated site area of no more than 2,000 SF.
   C. Electric as needed for minimal site lighting/receptacles and convenience power.
   D. ADA Accessibility
7. During design and construction, Design-Builder will work very closely with City staff (Recreation and Parks, Engineering/Survey) as well as the project archaeologist and the Fort King Project Team which includes representatives of the City of Ocala, Marion County, Gulf Archaeology Research Institute, Inc. and the Fort King Heritage Foundation. It must be understood that this project will occur on a National Historic Landmark and as such, there will be much coordination between staff, citizen groups, state agencies and grant agencies.

REQUIREMENTS

1. **Plans:** Shall be signed and sealed by a State of Florida Licensed Architect and/or Structural Engineer.

D-B TEAM RESPONSIBILITIES

1. The D-B team shall provide comprehensive, turnkey services from the design process through construction closeout and is expected to work closely with the designated Fort King Project Team to accomplish these tasks:

   A. **Conceptual Design Services:** D-B team shall work with the Fort King Project Team to prepare the conceptual design as desired and defined herein. The conceptual design must be approved by the City of Ocala before the design and development/construction documents phase of the project begins.

   B. **Design Development and Construction Documents:**

      i. Conceptual design and final design must be approved by the City of Ocala.

      ii. Following receipt of the conceptual design approval from the City of Ocala, the D-B team shall proceed with the completion of the design development and construction documents.

      iii. It is the goal of this project to create a high-quality experience for park users. This would include creation of a design that provides an authentic period fort blacksmith shop that replicates the one depicted in the drawing below:



Fort King

Blacksmith Shop Location



★ Approximate location of the Blacksmith Shop according to the illustration in John Sprague's diary and archaeological findings.

Black Smith Shop Samples

Pictures of what a period frontier blacksmith shop might look like.

















C. **Meetings:**

i. Attend monthly progress meetings.

ii. Attend a minimum of two (2) meetings with the Fort King Project Team through the completion of the conceptual design phase.

iii. Attend a minimum of three (3) meetings with the Fort King Project Team through the completion of the design development and construction document phase.

D. **Testing:** Coordinate any geotechnical testing as needed for design criteria using the City's approved geotechnical vendors and under advisement of the project archaeologist.

E. **Engineering Services:** Provide architectural and structural engineering services to develop final design plans, specifications, and cost estimates for the blacksmith shop construction.

F. **Drawings:** Prepare high quality professional drawings for document review and approvals.

G. **Construction Specifications:** Develop detailed construction specifications which minimally address the need to:

a. Coordinate all construction activities with the project archaeologist who shall monitor same.

b. Minimize the use of heavy equipment and/or ground disturbing activities that have the potential of disturbing archaeological resources; and provide for alternative means of accessing construction zones as necessary to minimize impact on surrounding areas.

H. **Development Permits:** The D-B team shall secure and provide all State and local development and regulatory agency permits required for the blacksmith shop construction (but not for site preparation). At a minimum, the D-B team shall do the following:

i. Provide architectural and structural engineering calculations and drawings necessary to obtain State and local development permits.

ii. Incorporate all changes required by development permit plan review check.

iii. Develop drawings, specifications and materials as required until approved by the review agency for all required permits.

iv. Coordinate review and permitting by all regulatory agencies.

I. **Construction:** The D-B team shall provide comprehensive construction services including all equipment, materials and labor required to construct the blacksmith shop as per the approved plans.

Modifications to the final design, made by the D-B team during construction, shall be reviewed and approved by the City of Ocala before implementation of changes to plans.

Any modifications to the final design, recommended and performed by the D-B team during construction, shall bear no additional cost or inconvenience to the City of Ocala.

At a minimum, the D-B team shall do the following:

i. Provide architectural, structural engineering, electrical and infrastructure construction services.

ii. Coordinate site development reviews and inspections as necessary.

iii. Provide all construction administration services including disciplines coordination, document checking and coordination with the City of Ocala's appointed project representative.

iv. The D-B team shall protect and maintain all surfacing and improvements during the entire construction process.

a. Protection of surfacing and improvements may include, but is not limited to, installation of fencing, cabling, or other preventative measures to reduce non-permitted use of the project site prior to the formal opening of the facility.

b. The D-B team shall be responsible for any and all damage resulting from improper use, damage, or vandalism prior to Owner's acceptance of the project.

v. Adhere strictly to established access routes and staging zones within a controlled boundary to minimize impacts on historical and natural resources.

vi. Coordinate all construction activities with the project archaeologist to ensure they are conducted under the archaeologist's supervision and in compliance with archaeologist's recommendations to minimize impact on intact archaeological resources.

J. **Construction Close-Out & Dedication Event:** The D-B team shall conduct a project closeout with the City of Ocala and provide a written warranty at completion of the contract. At a minimum, the D-B team shall do the following:

i. Prepare project closeout manuals upon completion of the project. See Deliverables.

ii. Provide written information regarding any required maintenance programs and schedules with

Ocala Recreation and Parks and Facilities staff.

iii. Provide a two (2) year full warranty on all materials and workmanship.

iv. Provide as-built plans in hard copy, certified by a Florida registered professional surveyor along with an AutoCAD electronic file showing elevations, utilities (above and below ground), and all elements of the constructed blacksmith shop.

K. **Preliminary Project Requirements:**

i. **Location:** The blacksmith shop will be constructed at the Fort King National Historic Landmark located at 3925 East Fort King Street, Ocala, Florida.

ii. **Size**: The estimated size of the blacksmith shop is 12' X 16' or 120 square feet.

iii. **Construction Material and Details**:

a. General Design Elements. It appears the original blacksmith shop was a two-story (or one-story with loft) structure, including exterior stairs.

The replica shall be designed and constructed to match the original as depicted in the drawing by J. Butler in John Sprague's journal.

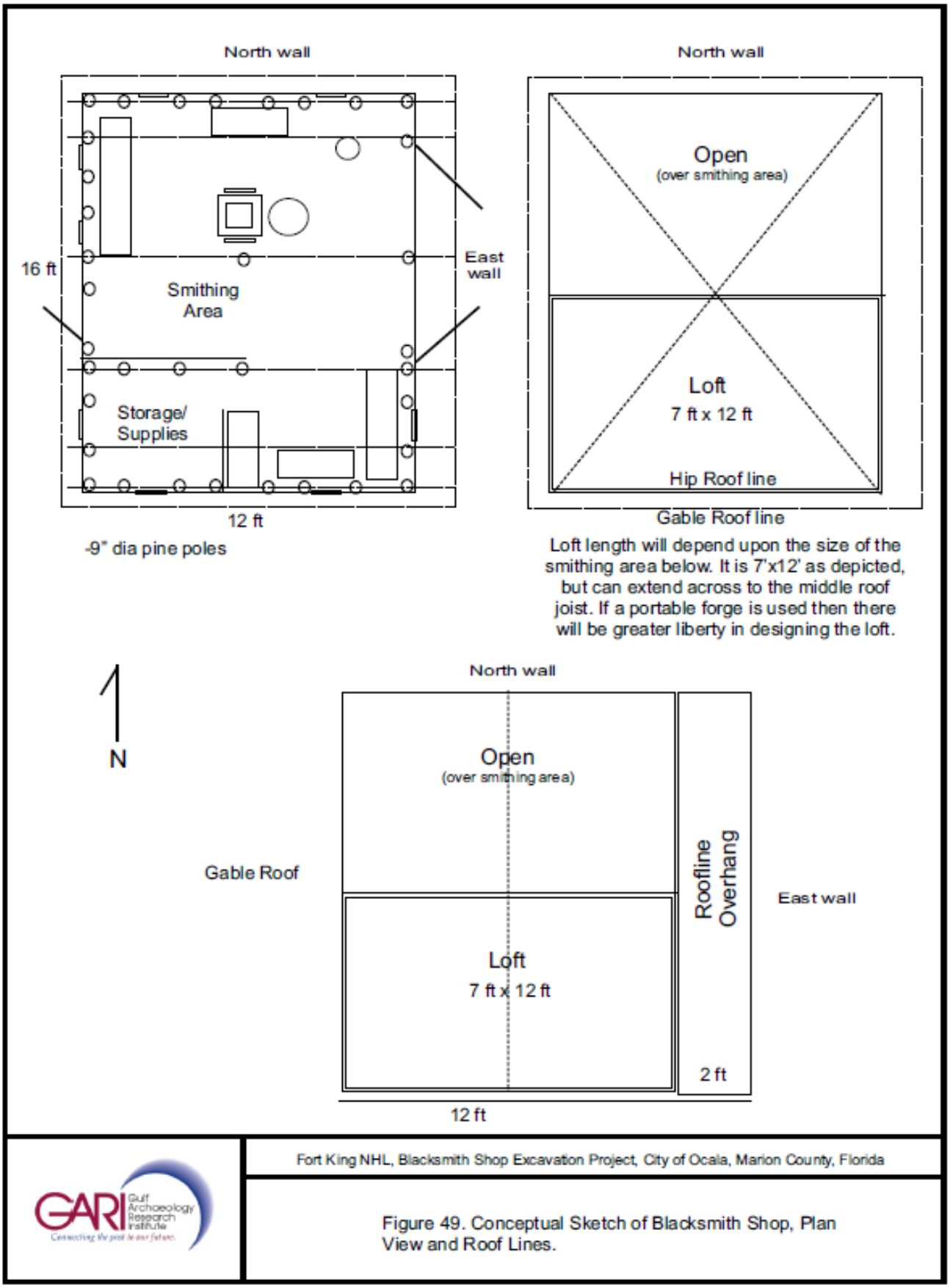
Excerpts and plan recommendations from Gulf Archaeology Research Institute's *Archaeological Investigations of the Fort King Blacksmith Shop (2020-1) available at: https://spaces.hightail.com/space/vYzcdxFGCb* are provided herein for a general perspective on the project.

The project team should refer to the findings and recommendations of this report in its entirety during the design process as these recommendations along with Butler's drawing in Sprague's journal will serve as the design basis for this project.

The design team should not interpret this as a final design as the Fort King Project Team will continue to evaluate and debate input from other historical references and experts in finalizing design of this structure.

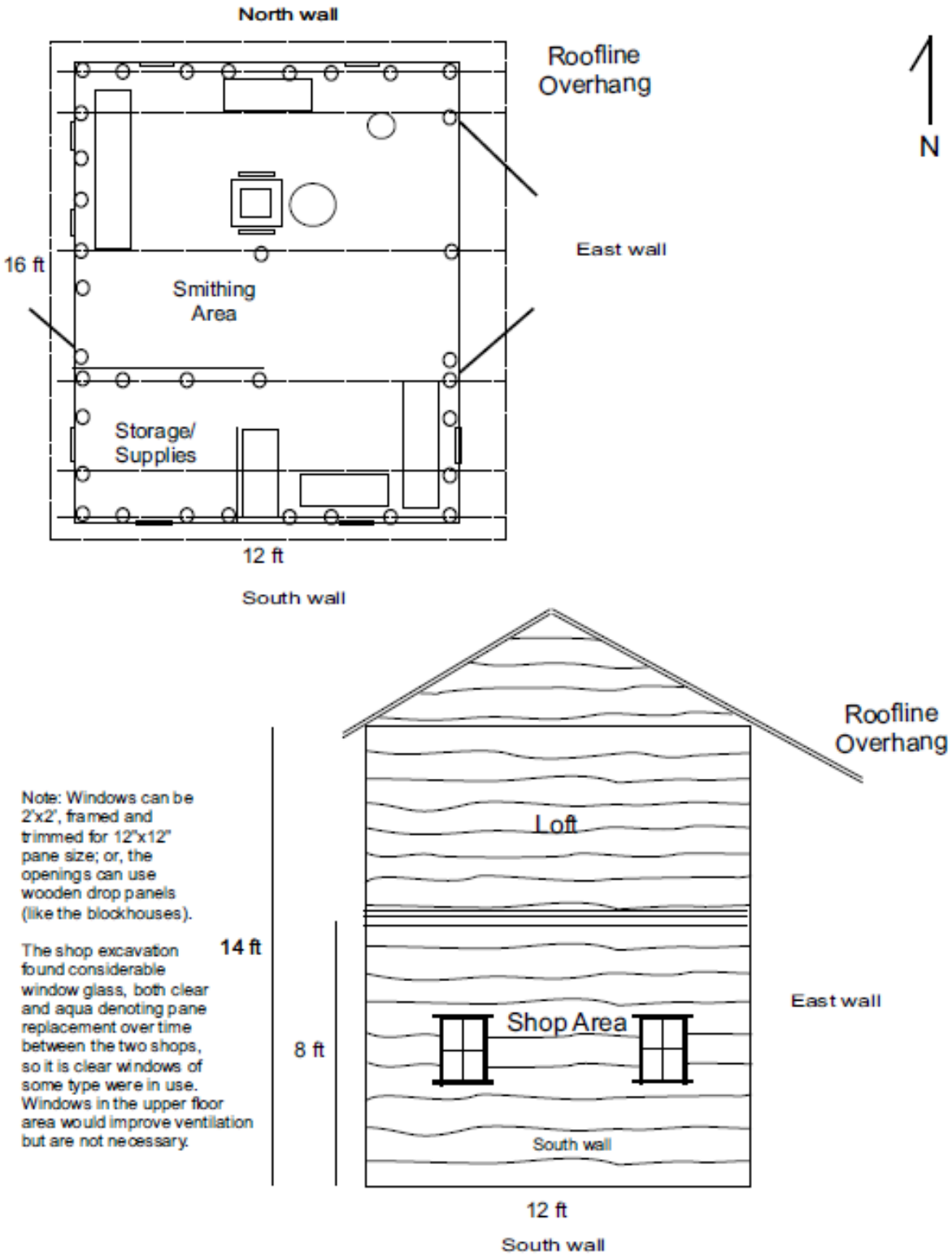


According to the archaeologist's recommendations, *"The blacksmith shop does not appear to be an elaborate building, rather one resembling a small barn or shed with a loft. The original buildings were likely 10-16' tall, but not as tall as the nearby fort palisade as observation for their field of fire would have become a problem and smoke or heat venting would have been important on a seasonal basis. Also, the internal bracing to reduce wind flex or torqueing should be used to strengthen the wall to roof timbers. The shop should be no less than 10' x 12' and no more than 12' x 12' and can be two floors based on vertical timber size…"*



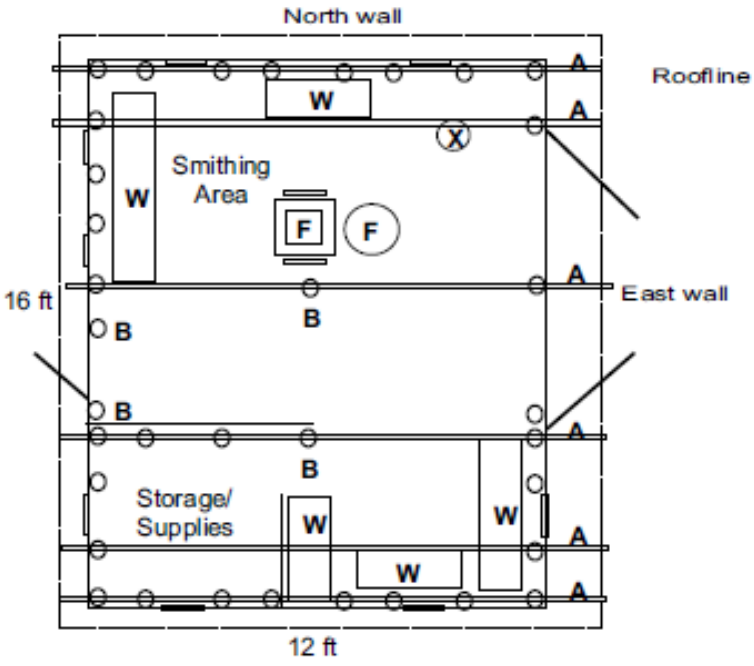
Fort King NHL, Blacksmith Shop Excavation Project, City of Ocala, Marion County, Florida

Figure 49. Conceptual Sketch of Blacksmith Shop, Plan View and Roof Lines.



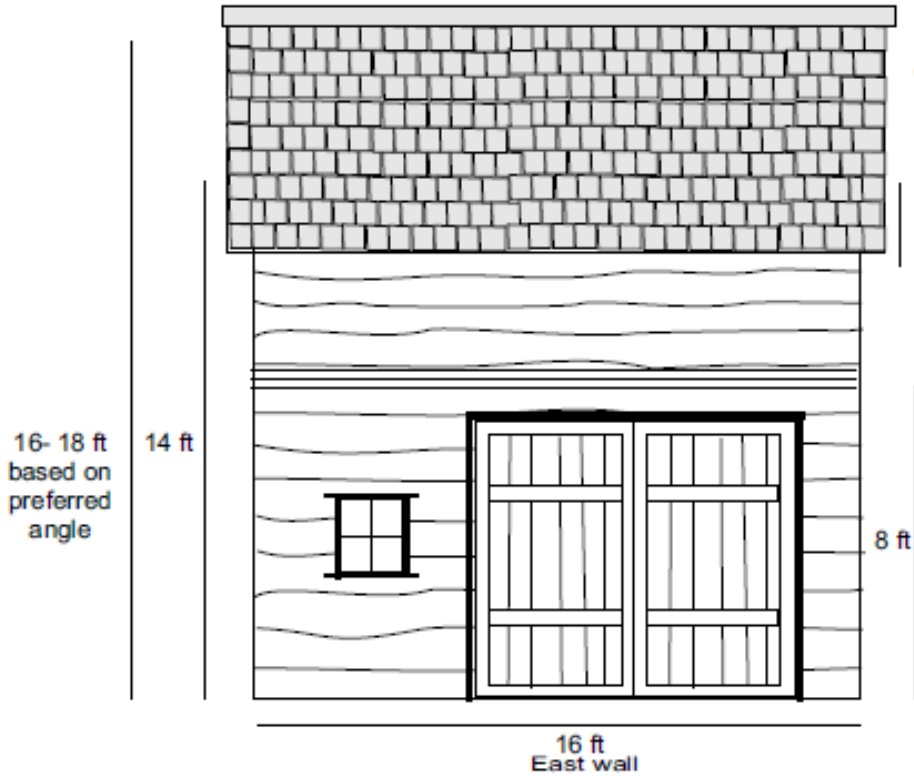
Fort King NHL, Blacksmith Shop Excavation Project, City of Ocala, Marion County, Florida

Figure 50. Conceptual Sketch of Blacksmith Shop, Plan View and South Side Elevation.



Note: Recommend keeping the roof height slightly below the fort palisade. It is downslope from the fort and excessive height will affect the viewscape. Drawn below at 18 ft base to roof crown. Will require cement pad w/ancors to mount vertical posts.

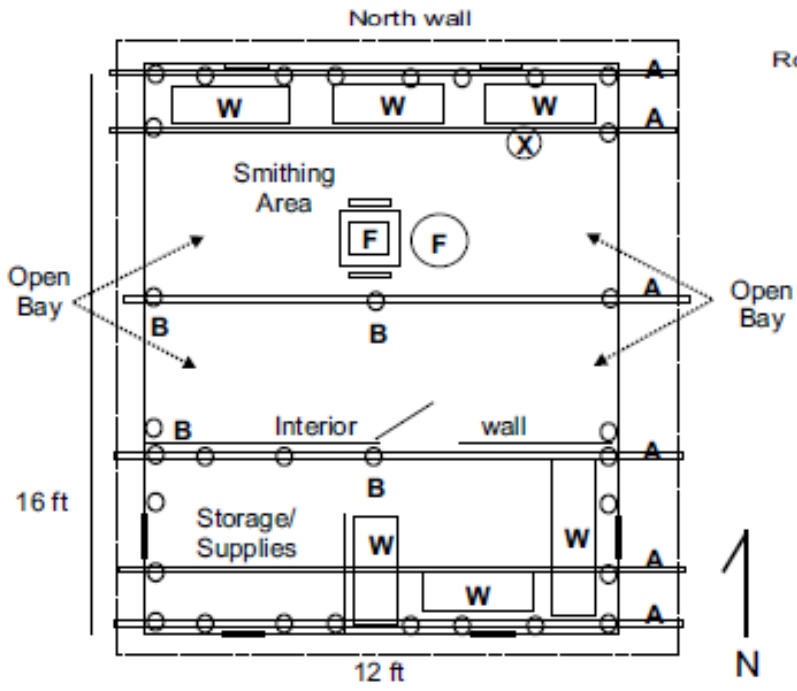
A - 2nd floor joists, rafters
B - 9" dia posts x 14' tall
W - work tables
F - forge
X - anvil

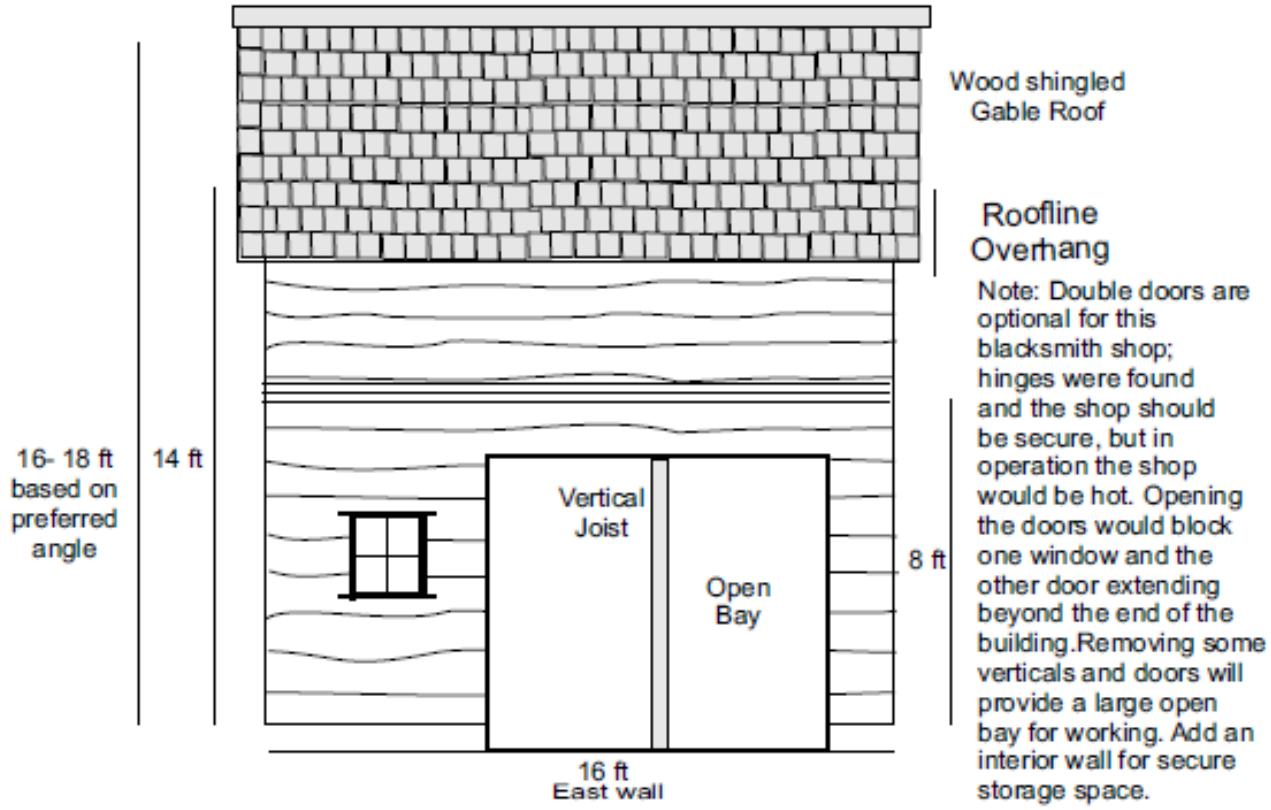


Note: Double doors are optional for this blacksmith shop; hinges were found and the shop should be secure, but in operation the shop would be hot. Opening the doors would block one window and the other door extending beyond the end of the building.

Fort King NHL, Blacksmith Shop Excavation Project, City of Ocala, Marion County, Florida

Figure 51. Conceptual Sketch of Blacksmith Shop, Plan View and East Side Elevation with Double Doors.





Fort King NHL, Blacksmith Shop Excavation Project, City of Ocala, Marion County, Florida

Figure 52. Conceptual Sketch of Blacksmith Shop, Plan View and East Side Elevation, Open Bay w/o Doors, Adds a New Interior Wall.

b. **Layout:** According to the archaeologist's recommendations, *"These figures… show some internal subdivisions for smithing, storage and other functions related to a blacksmith shop."* and *"A roof overhang or wide eave is depicted on its east side to facilitate the extension of useable floor area and a covered area for visitor observation of smithing activity." "The upper floor likely covered only one half of the length of the buildings to permit ventilation and an open workspace." "The interior space should be subdivided by an internal load-bearing wall to accommodate a small lockable smithing material storage area. This does not have to be a floor to ceiling wall, rather a smaller open space where public access is limited yet valuable tools or materials can be locked up… The space atop this area can be used for domestic interpretation. The building should have a main double door to the workspace and an opposite wall doorway."*

c. **Floor:** The top floor shall be wood plank. Per the archaeologist's findings, *"There is no evidence for floor timbering and the penetration of the disarticulated limestone and brick into the unit floors suggests both structures had dirt floors." "The original floors appear to have been compacted earth although some piling of limestone rubble is present around the suggested forging area in the… southeast corner of Building 2. A compacted earthen floor imparts realism but would require maintenance to prevent weather related problems. This a public access interpretive station so the use of a cement foundation, set down to ground level allowing a sand cover, would service the historic eye and best meet code requirements to secure the building frame. This also allows for the lower frame to remain out of the ground to reduce rot and insect damage."*

d. **Walls:** Suggested planking is live edge cypress to match existing on site. The existing planks were purchased from the Cracker Sawmill in Williston. According to the archaeologist's project analysis and interpretation, *"The walls had post sizes ranging from 4 to 7 inches in diameter and spaced 1 to 3 feet apart to permit the application of wood plank siding."* He also advises, *"…its external siding ran from earth to roof. No post on sill construction is evident, nor was it needed. The rebuild project should not use post on sill unless required by code." "The exterior can be sheathed in vertical board and batten style planking fixed to wall joist spanners or horizontally planked. Sprague's rendering would be the acceptable choice as it is the only historically known illustration of the Second Fort buildings. The use of wood joinery in place of metal hurricane or roofing joist plates and straps would allow the visitor a sense of authenticity. Indeed, it would be a very authentic and consistent construction method, one the visitor can relate to as other buildings are built on the site. Mortise and tenon is a strong join and a small structure using such would be very worthy."*

e. **Windows:** Based on the archaeologist's report, *"… based on the amount and type of domestic material culture present, the Fort King blacksmith shop likely housed the smith in some capacity and, in that context, likely had a few windows for air circulation and habitability across seasons of the year." "… the buildings did have at least one multi-pane window and likely more. It is recommended that a window be placed high and on the wall opposite the double doors or at north and south ends of the building. Those positions give some air flow for the second story if that area is intended to be accessible or part of the interpretation. First floor windows could be placed on both ends and at least one on each of the west and east walls. These increase the natural lighting and facilitate air movement and ventilation when the shop is in operation."*

f. **Electric:** Convenience electric shall be provided with outlet boxes and conduit concealed.

g. **Roof:** Roof shall be two-sided open gable with wood/shake shingles. These shingles do not have to be authentically manufactured and hand split. They can be commercial shake but must appear to be from the 1800's time period.

Suggested shingles would match existing blockhouses on site as detailed below:

- Manufacturer: Valley Lumber Sales
- Medium Split & Resawn Shake, cut from clear heartwood, with no defects.
- This shake is 1/2" thick at the butt and is cut in two lengths - 18" and 24". On a 4/12 or steeper pitched roof, it is applied at 7 1/2" for a 18" shake and 10" for a 24" shake.

h. **Hardware:** The use of authentic period hardware, including appropriate size and load bearing square cut nails and spikes and locally handmade blacksmith gate hinges where feasible.

i. **Use**: The facility should be designed to accommodate users of all ages and abilities.

L. The D-B team shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.

M. Construction shall be in compliance with all requirements and instructions of applicable manufacturers.

N. D-B team is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the D-B team, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

O. D-B team will be responsible for inspector's overtime if required.

DELIVERABLES

1. Deliverables shall be considered those tangible resulting work products which are to be delivered to the City of Ocala such as reports, draft documents, data, interim findings, drawings, schematics, training, meetings, presentations, final drawings, reports, and construction product.
2. All deliverables and resulting work products form this contract will become the property of the City of Ocala.
3. All text documents will be provided in MS Word format. The D-B team shall be responsible for revising and/or supplementing specifications required to do all work associated with the blacksmith shop construction.
4. Final drawings will be completed in an AutoCAD format acceptable to the Owner. An Architect and/or Structural Engineer licensed in the State of Florida shall sign all required architectural and engineering drawings.
5. At a minimum, deliverables and schedule for this project shall include:

A. **Conceptual Design Services:**

i. Provide a proposed schedule from project initiation to facility opening. **The City of Ocala reserves the right to make adjustments to the project schedule as necessary.**

ii. Create a design concept in a high quality, professional plan view drawing showing the entire blacksmith shop in relation to the larger fort complex. **Conceptual and final design must be approved by the City of Ocala.**

iii. Deliver preliminary line item cost estimate and quantity of materials estimates in a digital file.

B. **Design Development and Construction Drawings:**

i. Provide high quality, professional construction drawings, details, specifications, and cost estimates for the blacksmith shop.

ii. Provide 11" X 17" review sets in Adobe format at 50 percent, 90 percent, and 100 percent stages of construction document preparation. All prints on the review sets must be of a size so that when printed the detailed notes can be read.

iii. Provide 11" X 17" sets in Adobe format and one (1) 24x36" set at final stage of construction documents.

iv. One copy of 8-1/2 X 11, written specifications shall be required at 90 percent and 100 percent stages. Additionally, digital specifications and an AutoCAD electronic file must be provided at the 100 percent stage.

v. Provide final estimates of quantities of materials.

C. **Development Permits:**

i. Produce and provide architectural and structural engineering calculations and drawings in appropriate quantities and sizes, signed and sealed required to obtain all State and local permits. Submit plans digitally as required for permitting purposes.

ii. Coordinate the review of plans by local and State regulatory agencies and pay any associated fees.

iii. Obtain and pay for all permits required for the blacksmith shop construction.

D. **Construction:** Prepare and submit monthly written progress reports identifying project status, percent complete and scheduled time of completion to the City of Ocala.

E. **Contract Close-out:** Deliver one, 3-ring binder and one digital copy of construction closeout manuals upon completion of the project. Each close-out manual shall be indexed and include:

i. D-B team's information

ii. Product Listing including product name, product number, contact information and method of application for all materials used on the project

iii. D-B team's warranty letter

iv. Submittal documents including instructions, field reports and testing certificates

v. Maintenance schedule and recommendations

vi. Full size, signed and sealed, final As-Built drawings

vii. Digital file of AutoCAD As-Built drawings

PROJECT SPECIFICATIONS

D-B team will follow at a minimum, and, as appropriate per the design criteria, these standard specifications, as appropriate:

1. Secretary of Interior's Standards and Guidelines can be obtained here: https://www.nps.gov/tps/standards.htm
2. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at: https://bidocala.com/wp-content/uploads/City-of-Ocala-Standard-Specifications-for-Construction-8.02.21.pdf
3. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at: http://www.fdot.gov/programmanagement/Implemented/SpecBooks/
4. All work must be in compliance with the Florida Building Code, latest edition. For information please visit the following link: https://floridabuilding.org/c/default.aspx
5. The D-B team must have the above listed documents in addition to up to dated copies of shop drawings, plans, and bid document at job sites at all times.
6. All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition.

D-B TEAM EMPLOYEES AND EQUIPMENT

1. D-B team must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. At the request of the City, the D-B team must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the D-B team must each be promptly notified by the other of any complaints received.
3. The employees of the D-B team must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
4. D-B team will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
5. No smoking is allowed on City property or projects.
6. D-B team must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
7. All company vehicles and uniforms must have a visible company name/logo.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala staff shall make available sufficient hours of staff personnel as is required to meet with D-B team and provide such information as required. The City of Ocala has assigned a project manager who will oversee the work and provide support as needed.

2. Survey work as necessary for the archaeological grid, site, and construction layout.
3. Civil and stormwater engineering and permitting.
4. Site preparation consisting of a fill "cap" necessary to level the site and protect archaeological resources.
5. Any vegetation/tree removals necessitated by the project.
6. Pay directly for geotechnical work ordered by the D-B team which was approved by the City.
7. Provide D-B team with:
   A. Base map information including existing conditions and features in an AutoCAD format.
   B. Estimated location of existing known site utilities owned by the City.
   C. Archaeologist report of blacksmith shop.

CONSTRUCTION WORK AREAS

1. Components of the project, including temporary work and storage areas, will be located on-site per project. Material and equipment staging areas will be kept in a clean and orderly fashion.
2. Provide on-site sanitary facilities as required by governing agencies.

SITE HOUSEKEEPING AND CLEANUP

1. **Waste/Debris:** The D-B Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. D-B Contractor will provide approved containers for collection and disposal of waste materials, debris, and rubbish. D-B Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
2. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Final Cleaning:** Upon completion of work, clean entire work area/project site as applicable.
   A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager.
   B. The D-B Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*
   C. All work areas must be returned to original condition.

SAFETY

1. The D-B Contractor is solely responsible for ensuring safety during construction, and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.

2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. D-B Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. Prior to completion, storage and adequate protection of all material and equipment will be the D-B Contractor's responsibility.
5. In no event shall the City be responsible for any damages to any of the D-B Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

ADDITIONS

1. A dumpster is allowed on-site during construction and must be supplied by the D-B team.
2. Construction materials can be stored on-site.
3. Any modern hardware needs to be concealed.
4. Building needs to be lockable; blacksmith materials will be stored inside.
5. A utility conduit runs close to construction site. Utility locate is required.
6. Colored concrete sidewalks need to match existing. City will provide color code and salt finish to awardee.
7. Lighting fixtures must be installed and will match other buildings on-site. Existing lighting fixtures shown below:

Savoy House Brennan 15-Inch-Tall Outdoor Hanging Lantern
MFR SKU: 5-342-213



Savoy House Brennan 17-Inch-Tall Outdoor Wall Light
MFR SKU: 5-344-213



Design-Build 1837 Period Blacksmith Shop

at the

Fort King National Historic Landmark

RFP #REC/210855

November 1, 2021

DINKINS CONSTRUCTION

2831 SE 17th Street • Ocala, Florida 34471
(352) 368-2299
CGC 1519358

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- Business Licenses
- Insurance

November 1, 2021

Procurement Department
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471

Re: RFP# REC/210855 Design-Build 1837 Period Blacksmith Shop
At Fort King National Historic Landmark

To Whom It May Concern:

Dinkins Construction LLC has partnered with Partin Architecture and Bowden Construction to respond to RFP# REC/210855. Chap Dinkins, Manager of Dinkins Construction LLC, hereby submits our qualifications and proposal. Chap Dinkins will be the principal-in-charge, the legal representative, and the primary contact point for the contract negotiations.

Dinkins Construction was established in 2009, and Chap Dinkins individually has over 20 years of experience in commercial building. Dinkins Construction has become known for its professional skills in communication and project management, and for the delivery of high-quality construction projects.

Partin Architecture is a full-service Architecture firm, established in 2006. With offices located in the Historic District of Ocala, Florida, they provide diverse project design, documentation, administration and management services.

The Bowden family has been active in the construction industry in Marion County intermittently since 1978. Three generations have worked in the company and developed strong ties in the community, as well as developed a local presence in the small commercial and residential construction fields. Bowden has had several notable projects, including the Ocala Drive-In second screen, the new Silver River Museum exhibit, historically accurate homestead homes, and pottery kiln, as well as many more.

The Dinkins Team has collaborated on many different projects and there is great continuity, communication and understanding between the firms. It is our sincere interest to deliver a quality project for the City of Ocala. We believe we are the best Team for the job.

Respectfully Submitted,

Chap Dinkins, CGC 151-9358
Dinkins Construction LLC
FEIN#27-0867581
2831 SE 17th Street • Ocala, FL 34471
352-368-2299 office • 352-239-4579 cell
chap@dinkinsconstruction.com

"Overall Rating: 5.0 (Excellent) Contractor went above and beyond to make the project a success. Construction Manager kept project under budget and even produced a savings to the County."
– Marion County Veterans Resource Center Phase 2

"I worked hand in hand with Chap Dinkins and his staff every day as we built the facility. I was very impressed not only with the professionalism of their organization but also the personal ownership they took in the project."
– Michael Ferguson, Church at the Springs

TEAM PROJECT EXPERIENCE



Silver River Museum Cracker Style Log Home
12 x 18 two-story log cabin, with chinking between the logs. The foundation was design to meet current Codes. There is a large cooking fireplace that is used weekly. This project had to meet wheelchair accessibility needs.

10 x 8 authentic leaning chimney, made of pine logs and clay. The chimney was donated and shipped to the site from the original local site and reassembled on site. This fireplace is not currently in use. Original cut nails were used along with hidden fasteners and brackets.







Silver River Museum Pottery Kiln
Timber frame structure built over new pottery kiln with a custom chimney.







TEAM PROJECT EXPERIENCE



FACILITY
City of Ocala Parking Garage

LOCATION
Ocala, FL

YEAR OF COMPLETION
2016

CONSTRUCTION BUDGET
$4 Million



TEAM PROJECT EXPERIENCE



FACILITY
Fire Station #7

LOCATION
Ocala, FL

YEAR OF COMPLETION
2018

CONSTRUCTION BUDGET
$1.8 Million





TEAM PROJECT EXPERIENCE



FACILITY
Fire Station #1



LOCATION
Ocala, FL

YEAR OF COMPLETION
2018



CONSTRUCTION BUDGET
$2.9 Million

PROJECT TEAM

Owner:
City of Ocala
Parks and Recreation Department

General Contractor:
Dinkins Construction, LLC
Chap Dinkins, Manager
CGC 151-9358

Subcontractor:
Bowden Construction Services, LLC
Mark Bowden, Manager
Andrew Bowden, Project Manager

Architect:
Partin Architecture
Michelle Partin, Principal Architect
Richard Decker, Project Manager

CHAP DINKINS, General Contactor



EDUCATION:
University of Central Florida
BA, Organizational Communications, 1995

TRAINING/CERTIFICATIONS:
CGC License
CPR Certification
OSHA 30 Hour Course

YEARS WITH DINKINS:
21 Years

TOTAL EXPERIENCE:
26 Years


OSHA
Occupational Safety and Health Administration
20-602085001
This card acknowledges that the recipient has successfully completed:
30-hour Construction Safety and Health
This card issued to:
Chap Dinkins
Timothy Carver
Trainer Name
4/30/2021
Date Issued

Chap got started in the construction industry by working his way through college as a draftsman for an Architect and a Civil Engineer. Chap is an expert communicator and planner. He spent the first 5 years of his professional career as a General Contractor for chain restaurants and retail stores around the country. He successfully delivered over 75 locations in challenging markets.

Since returning to Ocala in 2000, he has successfully developed over $300 million of commercial properties as a professional Construction Manager and General Contractor. All of the projects have been negotiated and Chap has coordinated all the design, engineering, and permitting efforts; including land use changes, environmental mitigations, public hearings, zoning changes, and all department reviews from the governing agencies: including FDOT, DEP, WMD, etc. He uses the vision of the client to phase each development and can fast track projects through design team meetings and walk-through reviews. He has extensive estimating, project management and subcontractor coordinating experience. He is no stranger to the job site, as he is a hands-on general contractor, personally visiting each project for quality control checks.

DUTIES:
Chap is the team leader and sets an example of excellence for his employees. He is responsible for overseeing budgets, schedules, jobsite safety programs, quality control, and ensuring projects are brought in on time and the client is fully satisfied with the product.

Chap is hands on and makes frequent visits to each jobsite to ensure his team is adhering to the Dinkins Standard of Excellence.

To date, Chap has managed close to $500 million of commercial construction projects.

PROJECT EXPERIENCE (Partial):
Frank DeLuca YMCA Addition/Renovations
Frank DeLuca YMCA Airnasium
Dollar Tree Distribution Center
Stay and Save Motel
Marion County Minor Projects General Contractor
City of Ocala Fire Station No. 1/OPD Substation
City of Ocala Fire Station No. 7
New Covenant Missionary Baptist Church
Live Oaks Community Church, Phases 1 and 2

MARK BOWDEN, Subontactor

EXPERIENCE

BOWDEN CONSTRUCTION SERVICES
OWNER
2010- CURRENT

- Coordinated, budgeted, and supervised sub-contractors for small construction projects ranging from 25-750k
- Managed company efficiently and effectively

FABIAN DINKINS CONSTRUCTION
GENERAL SUPERINTENDENT
2007-2010

- Onsite supervision and coordination of 50,000 sq ft car dealership on a superfund site.
- Onsite supervision and coordination of 60,000 sq ft church and development

BOWDEN CONSTRUCTION OF NORTHEAST GEORGIA LLC
OWNER
1999-2007

- Coordinated, budgeted, and supervised sub-contractors for small construction projects ranging from 25-750k
- Managed company efficiently and effectively

NORTH GEORGIA PILE DRIVING
OWNER
1999-2006

- Pile driving for North Georgia and lake cleaning along the shoreline.
- Managed company efficiently and effectively

BRAY'S WELDING
SHOP MANAGER
1994 -1996

UNITED STATES NAVY
BOATSWAINS' MATE
1990-1994

LICENSURE

- CBC 12583254
- HI 5050

ANDREW BOWDEN, Project Manager

EDUCATION

University of North Florida:
Building Construction
Minor: Business Management **Graduated – Spring 2021**

EXPERIENCE

BOWDEN CONSTRUCTION SERVICES
PROJECT MANAGER
FEBUARY 2021- CURRENT

- Coordinated, budgeted, and supervised sub-contractors for small construction projects ranging from 25-150k
- Integrated new technology resulting in more efficient access to data and better estimating procedures
- Worked alongside the owner as he started a second business and acted in his place when needed
- Hand-set trusses, framed buildout, and prepared foundations when sub-contractors could not be found
- Provided architectural drawings and site plans for smaller projects

MANSON CONSTRUCTION
FIELD ENGINEER INTERN – OFFICE INTERN
DECEMBER 2018 – FEBUARY 2021

Field:
- Worked as a field engineer on several multimillion dollar projects all around the United States including: Eureka California, Longview Washington, Galveston Texas, Venice Louisiana, Norfolk Virginia, up and along the Atchafalaya River, and JaxPort on the St. Johns River
- Completed project management activities including working with Army Corps of Engineers, conducting daily QC reports as well as conducting meetings.
- Used Hydrographic Surveying to monitor daily progress of dredge using HyPack and creating AutoCAD drawings for captains to use for digging.
- Acted as on-site IT fixing any technical errors the dredge computers or survey boat computers as needed.

Office:
- Worked alongside engineers on estimating & production projects.
- Worked extensively with excel in analyzing and organizing large data sets collected from projects.
- Review designs, drawings, and engineering data prepared by other Manson field engineers, consultants and vendors for conformance with project plans, specifications and identify associated conflicts.
- Geotechnical analysis of soil samples from nationwide projects. (Sieve analysis, Atterberg limits, specific gravity, etc.)

JOHNSON LAND SURVEYING AND MAPPING
RODMAN
APRIL 2018 – AUGUST 2018

- Set up point-stake and located with Topcon Robotic Total Station, oversaw all aspects of surveying crew.
- Completed both field work and office AutoCAD roles for several projects including several JEA jobs.

DAVID KING ARCHITECTURE
CAD DRAFTSMAN
MAY 2014 - AUGUST 2014 *MAY 2017 - AUGUST 2017*

- Designed buildings per specification from customer, including several res. add-ons, new homes, and commercial buildings.
- Completed several model home versions for a new neighborhood in Crystal River, Florida.

SKILLS

- CAD Certified (Seven years of exp.)
- OSHA 30
- Organization and analytical skills
- On-Site Experience
- Surveying Experience (Topographic, Robotic Total Station, Hydrographic)
- OSHA 30
- Hypack
- Microsoft Office Suite
- Plumbing, carpentry, and welding
- Heavy Equipment Operations
- Teamwork

PARTIN ARCHITECTURE

QUALIFICATIONS & STAFF



Michelle Partin
Principal Architect/ President

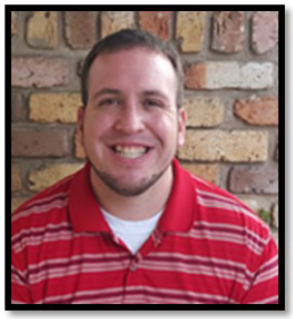
About
With more than 26 years of experience working in all stages of project development. She uses her experience from a wide range of project types small, single-user facilities through large complex, multi-use healthcare projects to direct her team and find the best solutions for our clients.

Education
North Carolina University,
Bachelor of Architecture

University of Florida,
Bachelor of Design

Registration
Registered Architect
Florida- AR92862

Registered Architect
North Carolina –15265



Richard Decker
Project Manager

About
Richard is a dedicated design professional with over 15 years of experience in the architectural field. He has worked on projects as diverse as custom homes to large scale facilities design. Constantly improving his skills and knowledge base, Mr. Decker has attained his Masters in Architectural Design and is sitting for the ARE Architectural Examination to become a licensed architect.

Education
Southern Illinois
University Carbondale,
Master of Arts in Architecture

University of Central Florida,
Bachelor of Design in Architecture

Related Experience
Partin Architect Co. had the opportunity to work with Silver River Museum and Bowden Construction Services for the permit documents required for a new cabin. The cabin was to be designed to be a historically accurate Florida cabin.

REFERENCES

Dinkins Construction

Colleen Manahan, CFO
YMCA of Central Florida
433 N. Mills Avenue
Orlando, FL 32803
(407) 896-6901
cmanahan@cfymca.org

Paul Erdmann, Administrator
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12070 Country Road 103
Oxford, FL 34484
(352) 446-3975
administrator@liveoakschurch.org

Dr. Stephen Shaw
Eye Care Center of Ocala
5330 SW College Road
Ocala, FL 34474
(352) 512-0560
drstevenshaw@gmail.com

Bowden Construction

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Silver River Museum
1445 Northeast 58th Avenue
Ocala, FL 34470
(352) 236-5401
Scott.mitchell@marion.k12.fl.us

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High Springs, FL 32643
(386) 454-9369
bknight@floridaspringsinstitute.org

Guy Marwick, Executive Director
Felburn Foundation
1515 Silver Springs Boulevard, Suite 102
Ocala, Florida 34470
(352) 368-6686
The_felburn_foundation@yahoo.com

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Johnson & Company
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Orlando, Florida 32801-5202
(407) 843-1120
bragland@johnsonandcompany.net

Jason Pittman
Citizens First Bank
406 E Silver Springs Blvd
Ocala, FL 34470
(352) 259-3264
jason.pittman@mycitizensfirst.com

Karen Hatch, VP, Commercial Lender
SouthState Bank
1632 East Silver Springs Boulevard
Ocala, FL 34470
(352) 843-0955
khatch@centerstatebank.com

APPROACH AND METHODOLOGY

APPROACH

We understand the project requirements and are confident our proposal is complete. We have closely read the RFP to understand all the requirements, and we understand the existing conditions and how the project fits into the surrounding site.

We recognize the City of Ocala is expecting an experienced and professional General Contractor to partner with on this project. Our approach is to deliver a high-quality project everyone can be proud of. We approach this relationship as your leader.

We will assume the responsibility for leading your project through the design and development and construction delivery process from start to finish. We will listen to the needs of the City of Ocala and make sure the plans and specifications meet those needs. We will monitor the progress on a regular basis and adjust manpower and schedules as required to accomplish the goals within original expectations.

A leader recognizes the value of relationships and holds that value in every decision. We will always look to the best interest of the project over and above our own interests.



A leader embraces innovation and will always look for ways to improve and become more efficient. We will look for ways to improve our own operations but also, we will look to provide the highest quality construction and the best customer service.

Our principal, Chap Dinkins, will be the leader and will set the expectations. Dinkins will maintain the expectations of excellence and will be available and communicate with all stakeholders. We will effectively plan, and professionally execute the responsibilities described in the RFP. We understand the requirements and responsibility of leadership. We are confident our TEAM is the right choice for this project.

METHODOLOGY

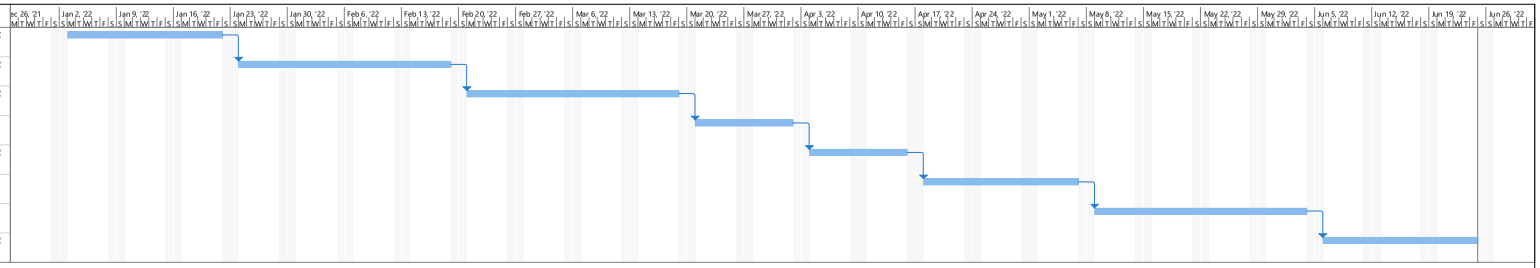
The project shall be constructed of materials similar to those found in the period the original structure was built, or as close as possible. This can be achieved by using pine, or Heart pine, logs from local sawmills and/or sawmills from around the Southeast. Also, by using similar hardware, hinges and nails, hand forged, sealed, and aged, if necessary, by local blacksmith's are team has worked with in the past. Any new strapping and screws required to meet current local building codes will be hidden. Our team has worked with the local building officials to navigate through similar projects in the past.

Lumber treatments: If lumber is acquired locally, we recommend using Cypress logs and siding. This will deter termites and prevent rot as well as any wood treatment.

1. An antiqued or Heart pine can be used, as it is too hard and has very little sap left in it, so insects are not as attracted to it.
2. Long term maintenance using a pest control company to treat for insect infiltration would be recommended.

PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish
1	Sitework	15 days	Mon 1/3/22	Fri 1/21/22
2	Foundation	20 days	Mon 1/24/22	Fri 2/18/22
3	Exterior Walls	20 days	Mon 2/21/22	Fri 3/18/22
4	Rafters	10 days	Mon 3/21/22	Fri 4/1/22
5	Roof	10 days	Mon 4/4/22	Fri 4/15/22
6	Electric	15 days	Mon 4/18/22	Fri 5/6/22
7	Interior Loft	20 days	Mon 5/9/22	Fri 6/3/22
8	Sidewalk	15 days	Mon 6/6/22	Fri 6/24/22



Project: Blacksmith Shop Sched
Date: Fri 10/29/21

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

Page 1

QUALITY ASSURANCE AND QUALITY CONTROL

Quality assurance is defined as the maintenance of a desired level of quality. We set an expectation for ourselves of delivering excellence in quality construction. We have created a process of regular checks and give our attention to quality at every stage of project delivery.

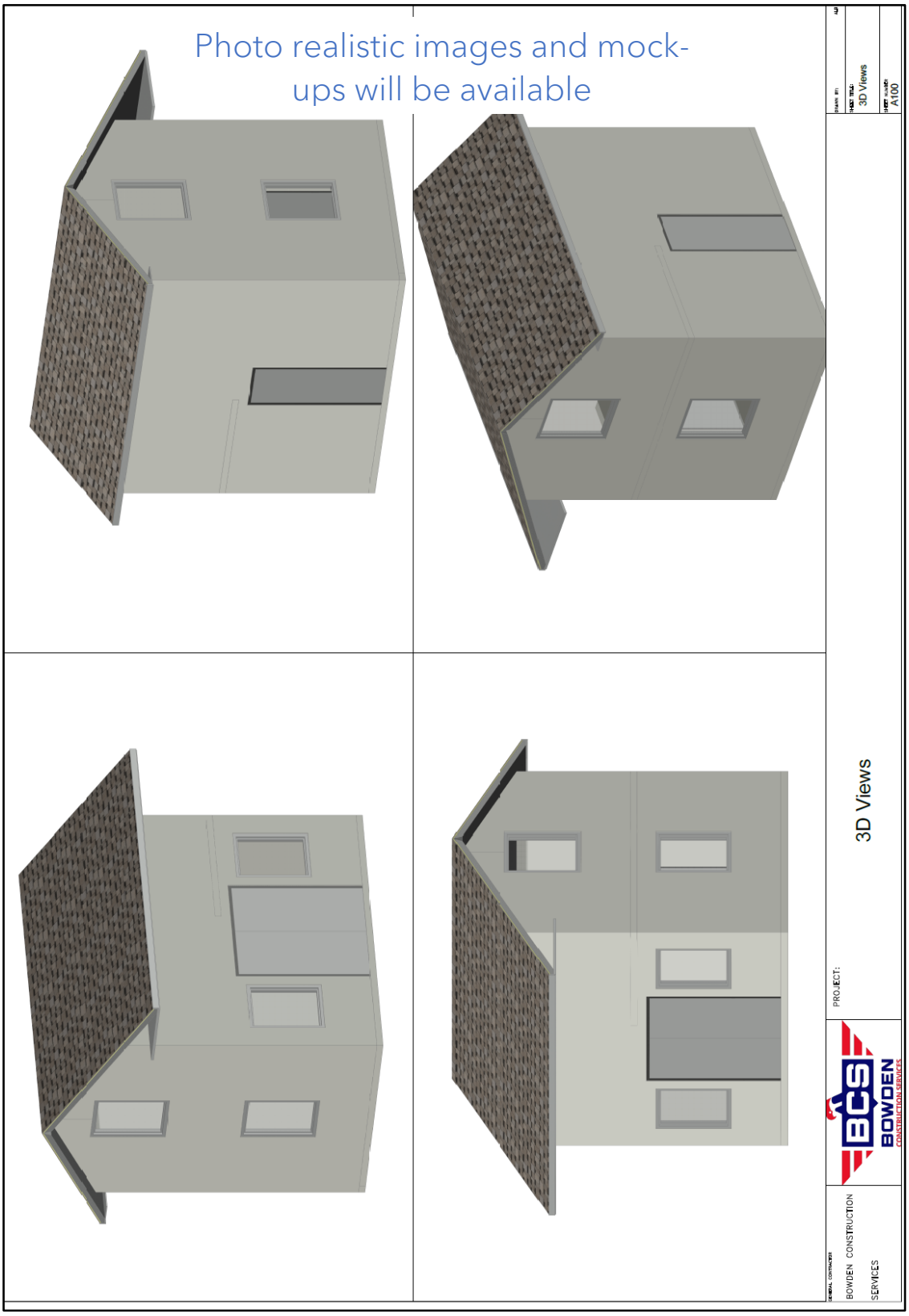
The quality of materials will be guaranteed by a submittal process and everything will be per the established specifications. The quality of the work will be guaranteed by our full-time oversight and management. We feel we add the most value through our pre-installation conferences with the subcontract trades where we set the expectations for the quality standards.

The quality workmanship on the job will be guaranteed by the full-time supervision of our onsite construction managers. The team will conduct daily inspections of work and regular job site meetings that will include subcontractor performance reviews. Substandard work will not be tolerated, and we will demand the work meet our expectations of excellence.

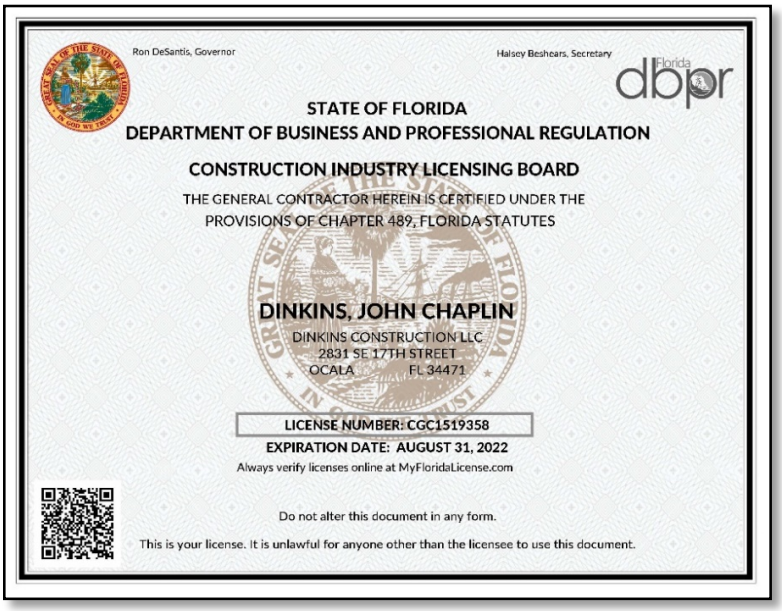
Cost effective is defined as the project having a good value, where the project's benefit, and usage is worth what is paid for it. This value can also include getting the best price for the highest grade of materials and demanding the best labor to install those materials. We have the proven experience to obtain competitive subcontractor bids, compare materials, and find the best solution for the project to provide the highest value. We can evaluate longevity and overall life cycle and we can provide our clients with the most cost-effective solution on all projects.

Finished is defined as having been completed or ended. The project will be finished and will reach substantial completion and be occupied by the City of Ocala as agreed upon. As your Construction Manager, we will carry responsibility for the project through the warranty period and beyond. The pride of ownership we take in each of our projects leaves us with a feeling these projects are ours. Our track record of successful delivery will guarantee the highest quality standards and most cost-effective project finished to the City's expectations.

RENDERINGS


Photo realistic images and mock-ups will be available
3D Views
A100
3D Views
PROJECT:
BOWDEN CONSTRUCTION SERVICES
BCS
BOWDEN

BUSINESS LICENSES - Dinkins Construction



Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DINKINS, JOHN CHAPLIN

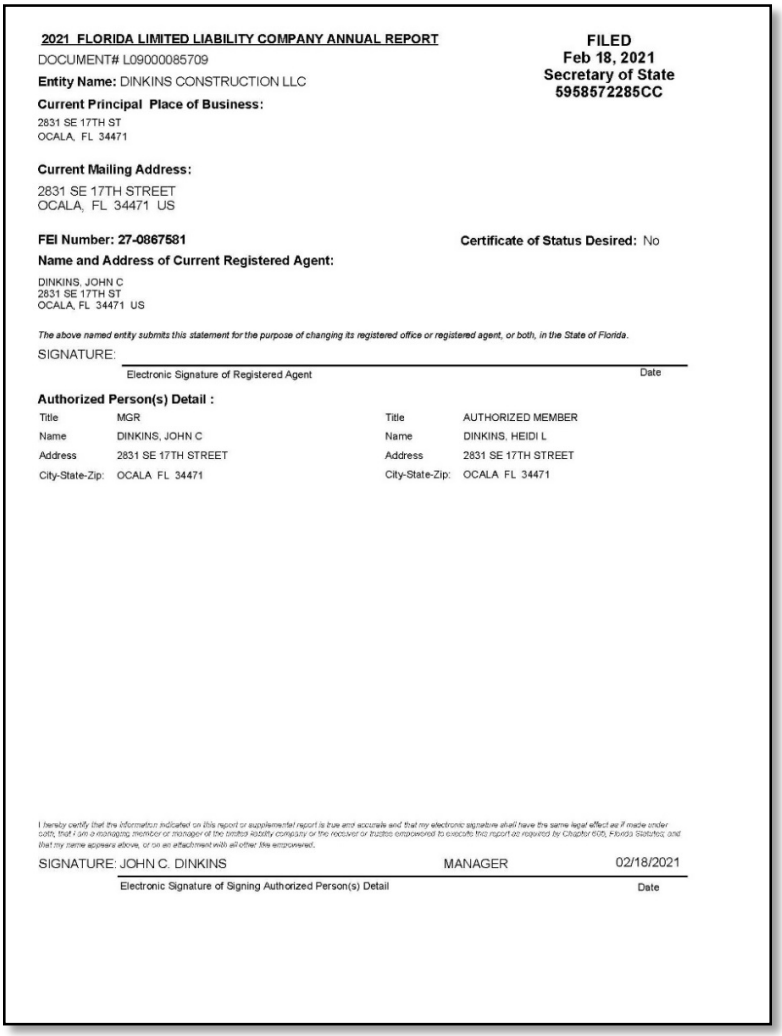
DINKINS CONSTRUCTION LLC
2831 SE 17TH STREET
OCALA FL 34471

LICENSE NUMBER: CGC1519358
EXPIRATION DATE: AUGUST 31, 2022

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2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000085709

FILED
Feb 18, 2021
Secretary of State
5958572285CC

Entity Name: DINKINS CONSTRUCTION LLC

Current Principal Place of Business:

2831 SE 17TH ST
OCALA, FL 34471

Current Mailing Address:

2831 SE 17TH STREET
OCALA, FL 34471 US

FEI Number: 27-0867581

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

DINKINS, JOHN C
2831 SE 17TH ST
OCALA, FL 34471 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR	Title	AUTHORIZED MEMBER
Name	DINKINS, JOHN C	Name	DINKINS, HEIDI L
Address	2831 SE 17TH STREET	Address	2831 SE 17TH STREET
City-State-Zip:	OCALA FL 34471	City-State-Zip:	OCALA FL 34471

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN C. DINKINS MANAGER 02/18/2021

Electronic Signature of Signing Authorized Person(s) Detail — Date

BUSINESS LICENSES - Bowden Construction



Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOWDEN, MARK OWEN

BOWDEN CONSTRUCTION SERVICES, LLC
2337 NE 29TH TERRACE
OCALA FL 34470

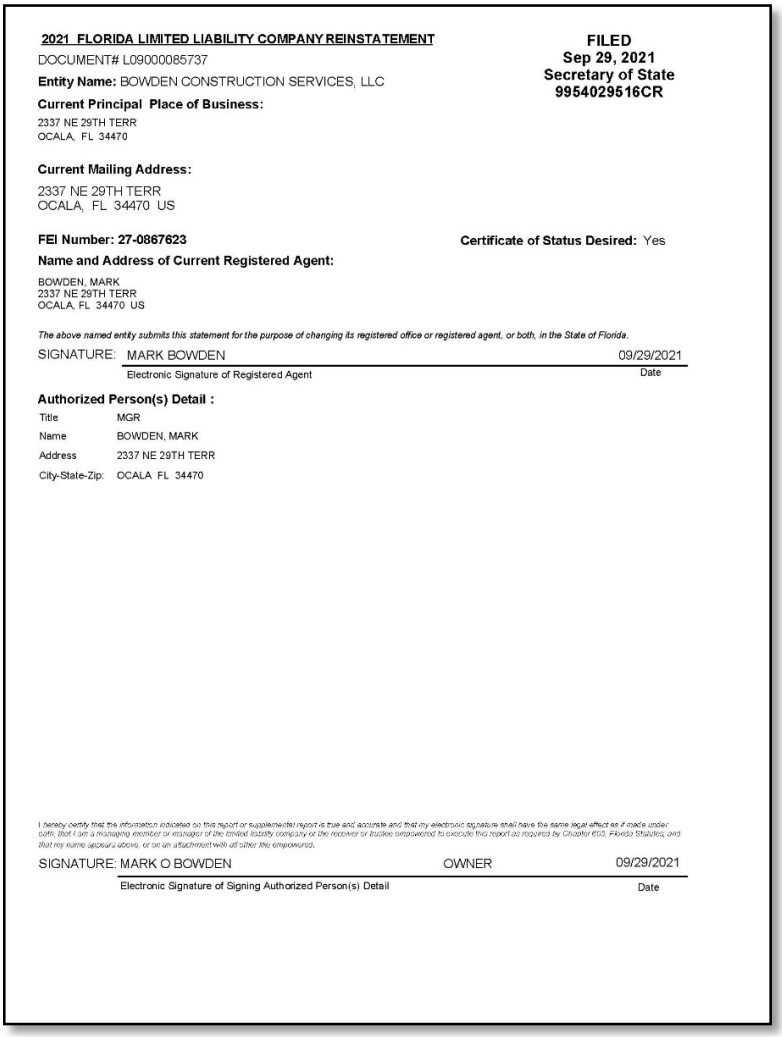
LICENSE NUMBER: CBC1258325

EXPIRATION DATE: AUGUST 31, 2022

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2021 FLORIDA LIMITED LIABILITY COMPANY REINSTATEMENT

DOCUMENT# L09000085737

Entity Name: BOWDEN CONSTRUCTION SERVICES, LLC

Current Principal Place of Business:

2337 NE 29TH TERR
OCALA, FL 34470

Current Mailing Address:

2337 NE 29TH TERR
OCALA, FL 34470 US

FEI Number: 27-0867623

Name and Address of Current Registered Agent:

BOWDEN, MARK
2337 NE 29TH TERR
OCALA, FL 34470 US

FILED
Sep 29, 2021
Secretary of State
9954029516CR

Certificate of Status Desired: Yes

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MARK BOWDEN 09/29/2021
Electronic Signature of Registered Agent — Date

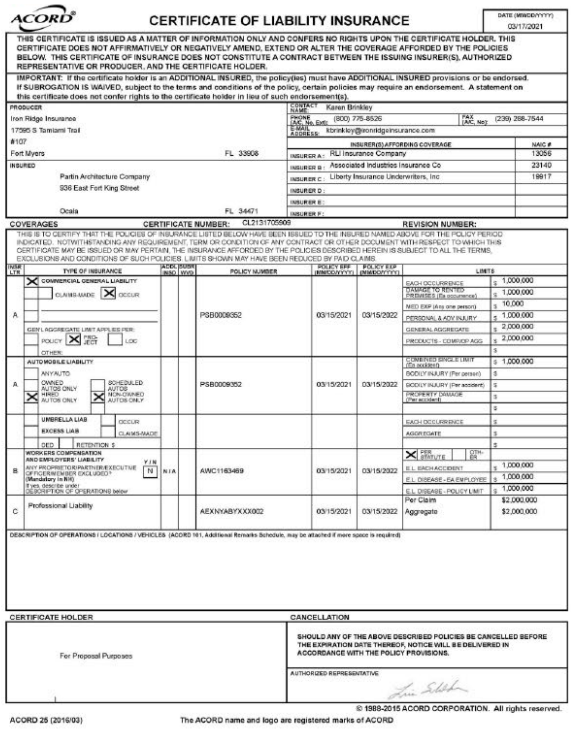
Authorized Person(s) Detail :

Title	MGR
Name	BOWDEN, MARK
Address	2337 NE 29TH TERR
City-State-Zip:	OCALA FL 34470

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARK O BOWDEN OWNER 09/29/2021
Electronic Signature of Signing Authorized Person(s) Detail — Date

PARTIN ARCHITECTURE



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Iron Ridge Insurance, 17585 S Tamiami Trail, #107, Fort Myers, FL 33908
CONTACT NAME: Karen Brinkley
PHONE (A/C, No, Ext): (800) 775-8626 FAX (A/C, No): (239) 288-7544
E-MAIL ADDRESS: kbrinkley@ironridgeinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: RLI Insurance Company	13056
INSURER B: Associated Industries Insurance Co	23140
INSURER C: Liberty Insurance Underwriters, Inc	19917
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Partin Architecture Company, 936 East Fort King Street, Ocala, FL 34471

COVERAGES CERTIFICATE NUMBER: CL2131702660 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY: CLAIMS-MADE / OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC; OTHER:			PSB0008952	03/15/2021	03/15/2022	EACH OCCURRENCE $ 1,000,000; DAMAGE TO RENTED PREMISES (Ea occurrence) $ 1,000,000; MED EXP (Any one person) $ 10,000; PERSONAL & ADV INJURY $ 1,000,000; GENERAL AGGREGATE $ 2,000,000; PRODUCTS - COMP/OP AGG $ 2,000,000; $
A	AUTOMOBILE LIABILITY: ANY AUTO; OWNED AUTOS ONLY / SCHEDULED AUTOS; HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			PSB0008952	03/15/2021	03/15/2022	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000; BODILY INJURY (Per person) $; BODILY INJURY (Per accident) $; PROPERTY DAMAGE (Per accident) $; $
	UMBRELLA LIAB / EXCESS LIAB: OCCUR / CLAIMS-MADE; DED / RETENTION $						EACH OCCURRENCE $; AGGREGATE $; $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N; N/A; If yes, describe under DESCRIPTION OF OPERATIONS below			AWC1163469	03/15/2021	03/15/2022	PER STATUTE / OTH-ER; E.L. EACH ACCIDENT $ 1,000,000; E.L. DISEASE - EA EMPLOYEE $ 1,000,000; E.L. DISEASE - POLICY LIMIT $ 1,000,000
C	Professional Liability			AEXNYABYYXX002	03/15/2021	03/15/2022	Per Claim $2,000,000; Aggregate $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

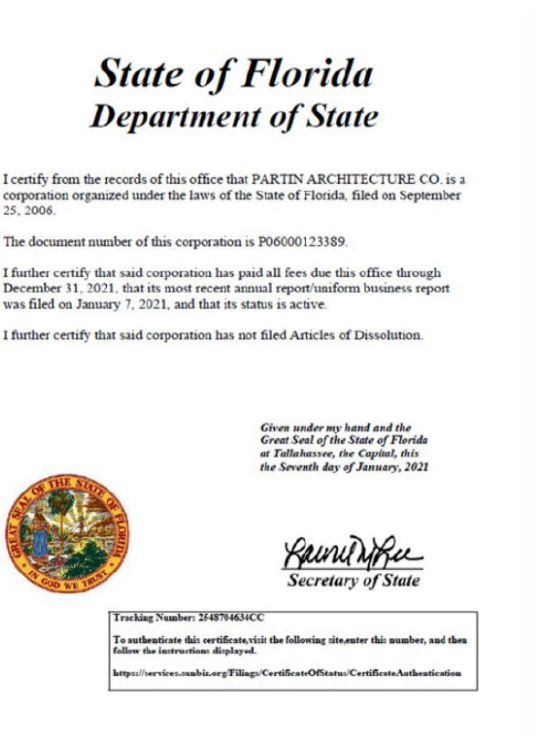
CERTIFICATE HOLDER: For Proposal Purposes

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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State of Florida
Department of State

I certify from the records of this office that PARTIN ARCHITECTURE CO. is a corporation organized under the laws of the State of Florida, filed on September 25, 2006.

The document number of this corporation is P06000123389.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 7, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of January, 2021

Secretary of State

Tracking Number: 2548704634CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



Ron DeSantis, Governor — Julie I. Brown, Secretary — Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

PARTIN, JULIE MICHELLE
PARTIN ARCHITECTURE CO
3201 NORTHWEST 2ND AVENUE
OCALA FL 34475-2653

LICENSE NUMBER: AR92862
EXPIRATION DATE: FEBRUARY 28, 2023

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NOTICE OF INTENT TO AWARD

SELECTION COMMITTEE - FINAL SCORING

Design-Build 1837 Period Blacksmith Shop at Fort King National Historic Landmark to Fort King National Historic Park

ProRFx ID: RFP10012100000121
Solicitation No: **RFP# REC/210855**
Notifications Sent: 728, Proposals: 3

Buyers Name: Eileen Marquez
Email: emarquez@ocalafl.org
Buyer Phone: 352-629-8362

12/16/2021 **Notice of Intent to Award** to **Dinkins Construction, LLC** pending City Council approval.

Proposer Name	Office Location	Final Ranking
Dinkins Construction, LLC	Ocala, FL	**1**
		(89.33)
Baker Construction and Management, LLC	Ocala, FL	2
		(84.33)
Tillman & Associates Engineering, LLC	Ocala, FL	3
		(83.17)

Prepared by: Eileen Marquez

File #: BR-2022-136 Agenda Item #: 9a.

Submitted By: Susan Dobson
Presentation By: Tammi Haslam
Department: Police

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2022-136 amending the fiscal year 2021-2022 budget to appropriate additional funding for the Ocala Police Department communication center expansion in the amount of $32,000.
OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place.

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Section 212.055(2) Florida Statutes provides for the levy of a local government infrastructure surtax (sales tax) by the governing body of each county. The levy of the sales tax requires that the county place it before a vote of the electors via referendum. A majority vote of the electorate is required for passage of the referendum. The proceeds of the sales tax shall be distributed to the County and municipalities within the county according to the formula provided in section 218.62, Florida Statutes.
In 2016, the Infrastructure Surtax was approved by 55 percent of Marion County voters to fund public safety improvements and major road projects throughout the county for four calendar years. This Surtax was renewed by the voters on November 3, 2020 and will be levied for an additional four years beginning on January 1, 2021 and ending on December 31, 2024.
The Ocala Police Department needs to expand the Communication Center to have room for the additional personnel needed to adequately cover the shifts. The current set up and size of the Communication Center does not accomplish this need. OPD will expand the Communication Center with the addition of Fire Dispatch and the additional dispatchers due to the growth of the community. This expansion will double the number of consoles from 10 to 20 and will provide the room for additional personnel and back-up stations for disaster preparedness.
On June 1, 2021, the department requested the utilization of $1,057,794 of these funds to expand the Police Department's Communication Center as needed and now with the current economic increase the department is requesting an additional $32,000 to complete this project.

FINDINGS AND CONCLUSIONS:
The department will enhance public and police safety with the addition of $32,000 of these funds to complete the expansion of the Ocala Police Department's Communication Center. Due to the growth of the community and additional dispatchers this expansion will double the number of consoles from 10 to 20. We recommend approval.

FISCAL IMPACT:
$32,000 of the Infrastructure Surtax Revenue (120-099-999-521-81-99999) will be transferred for the cost of this expansion. The attached budget resolution allocates funding in the appropriate accounts to facilitate the purchase.

PROCUREMENT REVIEW:
N/A
LEGAL REVIEW:
N/A
ALTERNATIVE:
Table for further discussion.

BUDGET RESOLUTION 2022-136

A RESOLUTION AMENDING THE FISCAL YEAR 2021-2022 BUDGET
TO APPROPRIATE ADDITIONAL FUNDING FOR THE OCALA POLICE DEPARTMENT COMMUNICATION CENTER EXPANSION IN THE AMOUNT OF $32,000

WHEREAS, Section 212.055(2) Florida Statutes provides for the levy of a local government infrastructure surtax (sales tax) by the governing body of each county; and
WHEREAS, the levy of the sales tax requires the county place it before a vote of the electors via referendum. A majority vote of the electorate is required for passage of the referendum; and
WHEREAS, the proceeds of the tax shall be distributed to the County and municipalities within the county according to the formula provided in section 218.62, Florida Statutes; and
WHEREAS, in 2016 the Infrastructure Surtax was approved by 55 percent of Marion County voters to fund public safety improvements and major road projects throughout the county for four calendar years; and
WHEREAS, this Surtax was renewed by the voters on November 3, 2020 and will be levied for an additional four years beginning on January 1, 2021 and ending on December 31, 2024; and
WHEREAS, on June 1, 2021, the department requested the utilization of $1,057,794 of these funds to expand the Police Department's Communication Center as needed; and
WHEREAS with the current economic increase the department is requesting an additional $32,000 to complete this project.
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2021-2022 Police Department budget be amended as outlined below to appropriate $32,000 for the Communication Center expansion

SOURCE:		
120-099-999-521-81-99999	Reserve for Fund Balance	($32,000)
USE:		
120-018-835-521-69-65010	Construction in Progress	$32,000

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled as follows:

This resolution adopted this _____ day of _____, 2022.

ATTEST: CITY OF OCALA

By: By:
Angel B. Jacobs Ire Bethea Sr.
City Clerk President, Ocala City Council

Approved as to form and legality:

By: _____
Robert W. Batsel, Jr.
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Sandra Wilson
City Manager

File #: 2022-0411 Agenda Item #: 9b.

Submitted By: William Hutchinson

Presentation By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Approve contract with A.C. Schultes of Florida, Inc. for the abandonment of four drainage wells with a value not to exceed $61,500

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence.

PROOF OF PUBLICATION:
Bid Released to public 1/24/2022

BACKGROUND:
The Engineering Department has been awarded grant funds from the Florida Department of Environmental Protection (FDEP) to provide assistance for the Silver Springs Stormwater Nutrient Reduction Project for the City of Ocala retrofit abandonment of Nutrient Removing Filtration Systems® (NRFS™).

This project consists of the abandonment of four (4) drainage wells:

- Drainage Well NW 1 & 2 Located at the 1100 BLK NW Fourth Ave. - (2) 8-inch Drainage Wells.
- Drainage Well NW 3 Located at 100 BLK NW Eighth St. - 8-inch Drainage Well; and
- Drainage Well SE 53 Located at 300 SE 11th Ave. - 8-inch Drainage Well.

FINDINGS AND CONCLUSIONS:
On January 24, 2022, the City of Ocala issued RFQ# CIP/220053 to abandon four drainage wells for the Ocala Nutrient Reduction Project. One lump sum bid was received on February 11, 2022, from A.C. Schultes of Florida, Inc. (A.C. Schultes):

Bidder Name	Office Location	Lump Sum Amount
A.C. Schultes of Florida, Inc.	Gibsonton, FL	$ 61,500.00

A.C. Schultes is a contractor with a multitude of experience completing similar projects in the last five years for the City of Ocala. Staff has compared the bid to previous bids and the price is reasonable. Engineering recommends the approval of the contract in the amount of $61,500.

FISCAL IMPACT:
Funding for this contract has been budgeted in FY22 in account 158-020-358-538-69-65010 utilizing City of Ocala Stormwater Engineering funds.

PROCUREMENT REVIEW:
The contract has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
- Amend
- Table
- Deny

CONSTRUCTION SERVICES AGREEMENT FOR DRAINAGE WELL ABANDONMENT PROJECT – LPA0066

THIS CONSTRUCTION SERVICES AGREEMENT FOR DRAINAGE WELL ABANDONMENT PROJECT – LPA0066 ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **A.C. SCHULTES OF FLORIDA, INC.**, a for profit corporation duly organized and authorized to do business in the state of Florida (EIN: 14-1871186) ("Contractor").

R E C I T A L S :

WHEREAS, on December 19, 2019, the City of Ocala and the State of Florida Department of Environmental Protection (FDEP) entered into Standard Grant Agreement LPA0066 (the "Grant") for the funding of construction activities related to Ocala Nutrient Reduction with Suntree SkimBoss Filtration System to Silver Springs; and

WHEREAS, on January 24, 2022, City issued a Request for Quotation ("RFQ") for the completion of the LPA0066 Drainage Well Abandonment Project through the abandonment of four (4) drainage wells, RFQ No.: CIP/220053 (the "Solicitation"); and

WHEREAS, one (1) firm responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Contractor was found to be the lowest; and

WHEREAS, A.C. Schultes of Florida, Inc. was chosen as the intended awardee to provide construction services for the abandonment of four (4) drainage wells (the "Project"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required licensure and skill to perform the work required for the Project; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

T E R M S O F A G R E E M E N T :

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the bid submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-3)
Exhibit B: Location Maps (B-1 through B-2)
Exhibit C: FDEP Permits (C-1 through C-6)
Exhibit D: Existing Drainage Well Details (D-1 through D-37)
Exhibit E: Grant Clauses (E-1 through E-8)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit E, then (2) Exhibit A, then (3) Exhibit C, then (4) Exhibit D, then (5) Exhibit B.

B. **Project Specifications**: This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure" available at: https://bidocala.com/wp-content/uploads/City-of-Ocala-Standard-Specifications-for-Construction-8.02.21.pdf.

"Florida Department of Transportation Standard Specifications for Road and Bridge Construction" (latest edition) available at: http://www.fdot.gov/programmanagement/Implemented/SpecBooks/

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor a lump sum amount of **SIXTY-ONE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS ($61,500)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.
   A. **Monthly Progress Payments**: The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is

subject to the express terms of this Agreement and any applicable federal and/or state laws.

B. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

C. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Engineer's Office,** Attn: **Brian Hutchinson**, **1805 NE 30th Avenue, Building 700, Ocala, Florida 34470**, E-Mail: **whutchinson@ocalafl.org**.

D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

E. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

F. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
   A. Contractor shall mobilize and commence work no later than **SEVEN (7)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Contractor be allowed to lag behind.
   B. **All work shall be substantially completed by Contractor and ready for final payment in a manner satisfactory to the City Project Manager within FORTY-FIVE (45) calendar days of the start date indicated on the Notice to Proceed.**
   C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.
   D. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
   E. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

6. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Final Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE HUNDRED AND NO/100 DOLLARS ($100)** per day for each calendar day of unexcused delay in achieving Final Completion beyond the date specified for Final Completion in the Contract Documents.

A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.

B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

C. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

D. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

7. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased

costs, additional compensation, or damages of any type resulting from such force majeure delays.

8. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
   B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
9. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
      (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
      (2) Contractor provides material that does not meet the specifications of the Agreement;

(3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

(4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

10. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
11. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1)** year from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1)** year from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.
12. **MANUFACTURER SERVICES.** Contractor shall furnish a manufacturer's representative as required to resolve assembly or installation problems with their products and/or systems. Contractor shall conduct, with the assistance of the manufacturer's/supplier's representative, start-up and operational tests on the equipment and system.
13. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
14. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
15. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

    A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
    C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed

and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.

D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.

E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

16. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.

C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.

E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.

F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.

G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

17. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

18. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.

B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall

not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.

19. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
20. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.** City has the authority to stop work or to suspend any work.
21. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Contractor with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Contractor's commercial automobile liability insurance policy must name, as additional insureds: (i) City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers; and (ii) the Florida Department of Environmental Protection and its employees, and officers.
22. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal injury, and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for contractual liability, products and completed operations, independent contractors, and property in the care, control or custody of the Contractor.
    C. Contractor's commercial general liability insurance policy shall include Endorsement CG 20 10 11 85, or equivalent, naming as additional insureds: (i) City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers; and (ii) the Florida Department of Environmental Protection and its employees, and officers. The coverage shall contain no special limitation on the scope of protection afforded to City, the Florida Department of Environmental Protection, or their respective officials, employees, or volunteers.
23. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Contractor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and

employer's liability coverage in amounts required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this Project. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the contractor shall provide and cause each subcontractor to provide adequate insurance satisfactory to the Florida Department of Environmental Protection, for the protection of its employees not otherwise protected.

24. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided**. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

B. Deductibles. Contractor is responsible for paying any and all deductibles or self-insured retention. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld.

C. Certificates of Insurance. Contractor shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of A-V or greater. Renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org** prior to the policy expiration.

D. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

E. Severability of Interests. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to be endorsed to include a severability of interests/cross liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

F. Mandatory Endorsements for All Required Policies. All required policies shall include: (i) endorsement that waives any right of subrogation against the City of Ocala and the Florida Department of Environmental Protection for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act; and (ii) endorsement to give the City of Ocala and the Florida Department of Environmental Protection no less than **THIRTY (30)** days written notice (with the exception of non-payment of premium which requires a **TEN (10)** calendar day notice) in the event of cancellation or material change.

25. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

    A. All employees on the work and other persons that may be affected thereby;

    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

26. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient

signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

A. In addition to the requirements set forth in bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

27. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

28. **CONSTRUCTION SURVEY LAYOUT.** The work to be performed pursuant to survey work provided by City shall be completed as necessary to establish all proper alignments, right of way, easements, benchmarks, elevations and grade stakes to complete all phases of this Contract. Contractor shall immediately bring to City's attention any survey issues that would impede the Contractor's completion of the work. The work performed pursuant to survey work at the Contractor's expense pursuant to this Agreement shall be prepared by a licensed surveyor and provided to the City. Any survey issues with these surveys that would impede the Contractor's completion of the work shall immediately be brought to the City's attention. If additional or corrective survey work is required, it shall be at Contractor's expense.

    The City Engineer/City Project Manager shall establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If Contractor shall remove or destroy any stake, marker or benchmark on the work without first having secured the approval of the City Engineer/City Project Manager, such stake, or benchmark shall be re-established by and at Contractor's expense. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operations, and replace same if undermined. Corner locations known by City will be made available to Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City and become City property. All

surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

29. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
30. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
31. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
32. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it

performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

33. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
34. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
35. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
36. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

37. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
38. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
39. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this

Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

40. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

41. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

42. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

43. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

44. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

45. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:
A.C. Schultes of Florida, Inc.
Attention: Gregory Schultes
11865 U.S. Highway 41 South
Gibsonton, Florida 33534
Phone: 813-741-3010
Email: greg.acsfl@acschultes.com

If to City of Ocala:
Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366 Fax: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to:
Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-579-6536
E-mail: rbatsel@lawyersocala.com

46. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

47. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

48. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

49. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

50. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

51. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

52. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
53. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
54. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
55. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
56. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
57. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
58. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

_____

Angel B. Jacobs
City Clerk

Approved as to form and legality:

_____

Robert W. Batsel, Jr.
City Attorney

CITY OF OCALA

_____

Ire Bethea, Sr.
City Council President

A.C. SCHULTES OF FLORIDA, INC.

_____

By: _____
(Printed Name)

Title: _____
(Vice-President or higher)

BACKGROUND

1. Contractor shall complete the existing drainage well abandonments to support the LPA0066 Ocala Nutrient Reduction Project.
2. Contractor is responsible for providing all materials, labor, and equipment to complete the project.
3. All work shall be coordinated with City Project Manager Brian Hutchinson, 352-401-6935, email: whutchinson@ocalafl.org.

GENERAL CONSTRUCTION

Abandon four (4) wells:

1. (1) 8" well located at the 400 Block of NW 10th St. – NW 1 (approx. 130' in depth). This well head is located in a manhole 8-10 feet in depth.
2. (2) 8" well located at the 400 block of NW 10th St. – NW 2 (approx. 130' in depth). This well head is located in a manhole 8-10 feet in depth.
3. (3) 8" well located at the 100 block of NW 8th St. – NW 3 (approx. 75' in depth). This well head is located in the middle of the DRA; **this work may require paddle boat to complete**.
4. (4) 8" well located at the 300 block of SE 8th St. – SE 53 (approx. 150' in depth). This well head is located in a manhole 9-11 feet in depth.
5. **Contractor must submit a completed signed copy of a Water District Well Grout/Abandonment Form for the wells that have been abandoned to the City Project Manager upon completion of the work.**
6. **Working Hours:** The normal working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide a (forty-eight) 48-hour advance notice to City Project Manager for work outside normal shift hours. The City may decline this request.
7. **Mobilization:** Move Contractor operations and equipment required for construction. Provide on-site construction power and wiring, as needed. Provide on-site sanitary facilities as required by governing agencies. Posting of OSHA required notices and establishing of safety programs and procedures.

PROJECT SPECIFICATIONS

This project will require the Contractor to follow the following plans and specifications:

1. Location Maps as **Exhibit B**.
2. Copies of the Florida Department of Environmental Protection (FDEP) permits attached as **Exhibit C**.
3. Existing Drainage Wells as **Exhibit D**.
4. Grant Clauses as **Exhibit E**.
5. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at: https://bidocala.com/wp-content/uploads/City-of-Ocala-Standard-Specifications-for-Construction-8.02.21.pdf
6. Contractor must have the above listed documents in addition to up to date copies of shop drawings, plans and bid document at job sites at all times.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope.
2. Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
5. Contractor shall operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company vehicles and uniforms must display a visible company name/logo.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Construction and installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor will be responsible for inspector's overtime.
5. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, fencing, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

SUB-CONTRACTORS

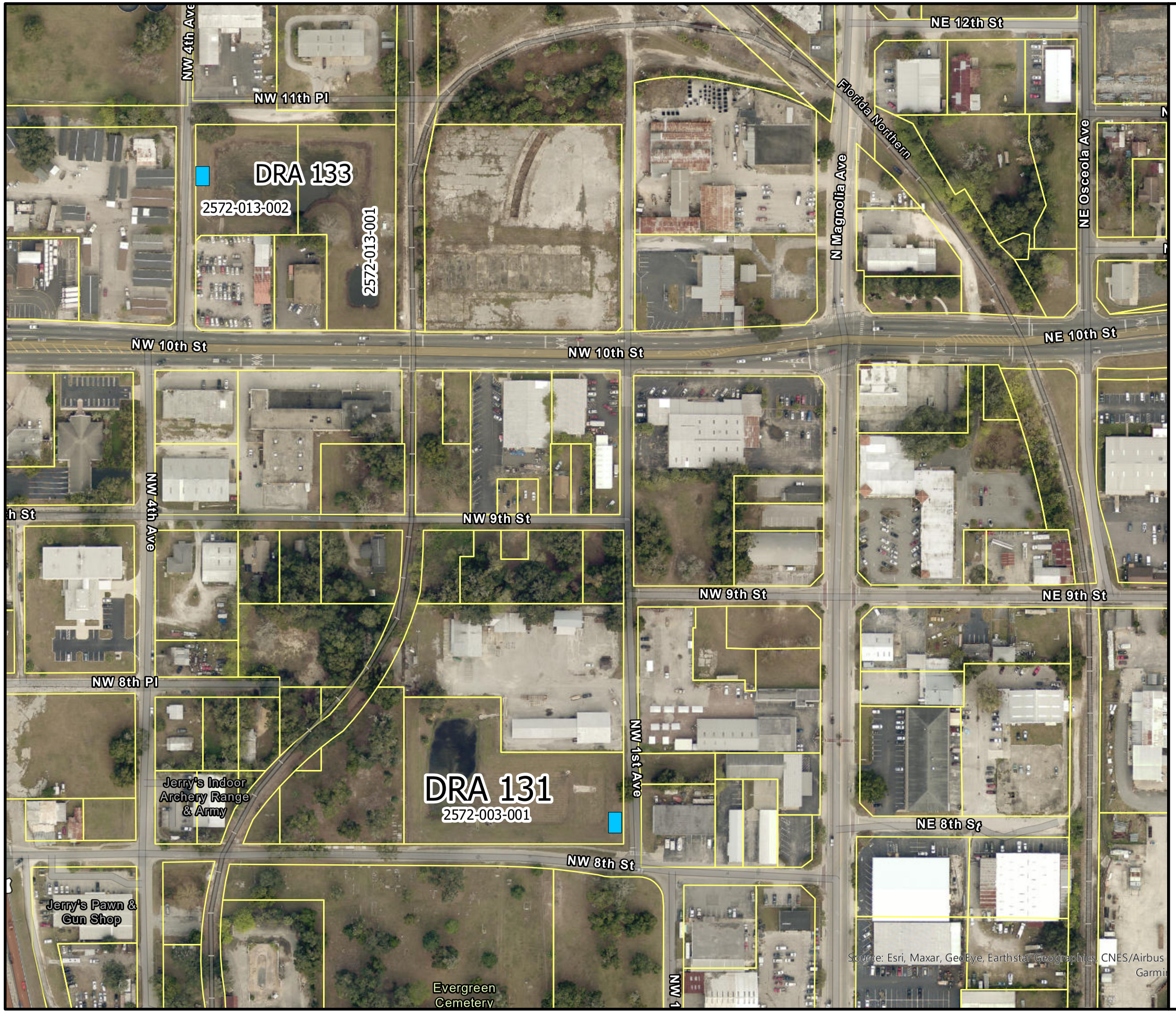
1. Sub-contractors are not allowed for this project.
2. Contractor must perform **100%** of the work with their own forces.

SITE HOUSEKEEPING AND CLEANUP

1. **Waste/Debris:** Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor will provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
2. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Final Cleaning:** Upon completion of work, clean entire work area/project site as applicable.
   A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager.
   B. Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*
   C. Broom clean exterior paved driveways and parking areas and hose clean sidewalks and concrete exposed surfaces if impacted by work or included in work area.
   D. All work areas must be returned to original condition.

SAFETY

1. Contractor is solely responsible for ensuring safety during construction, and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
5. In no event shall City be responsible for any damages to any of Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.



CITY OF OCALA

GOD BE WITH US

MARION COUNTY, FLORIDA

N

Location Map For Nutrient Removing Filtration System @ CITY DRA 131 & 133

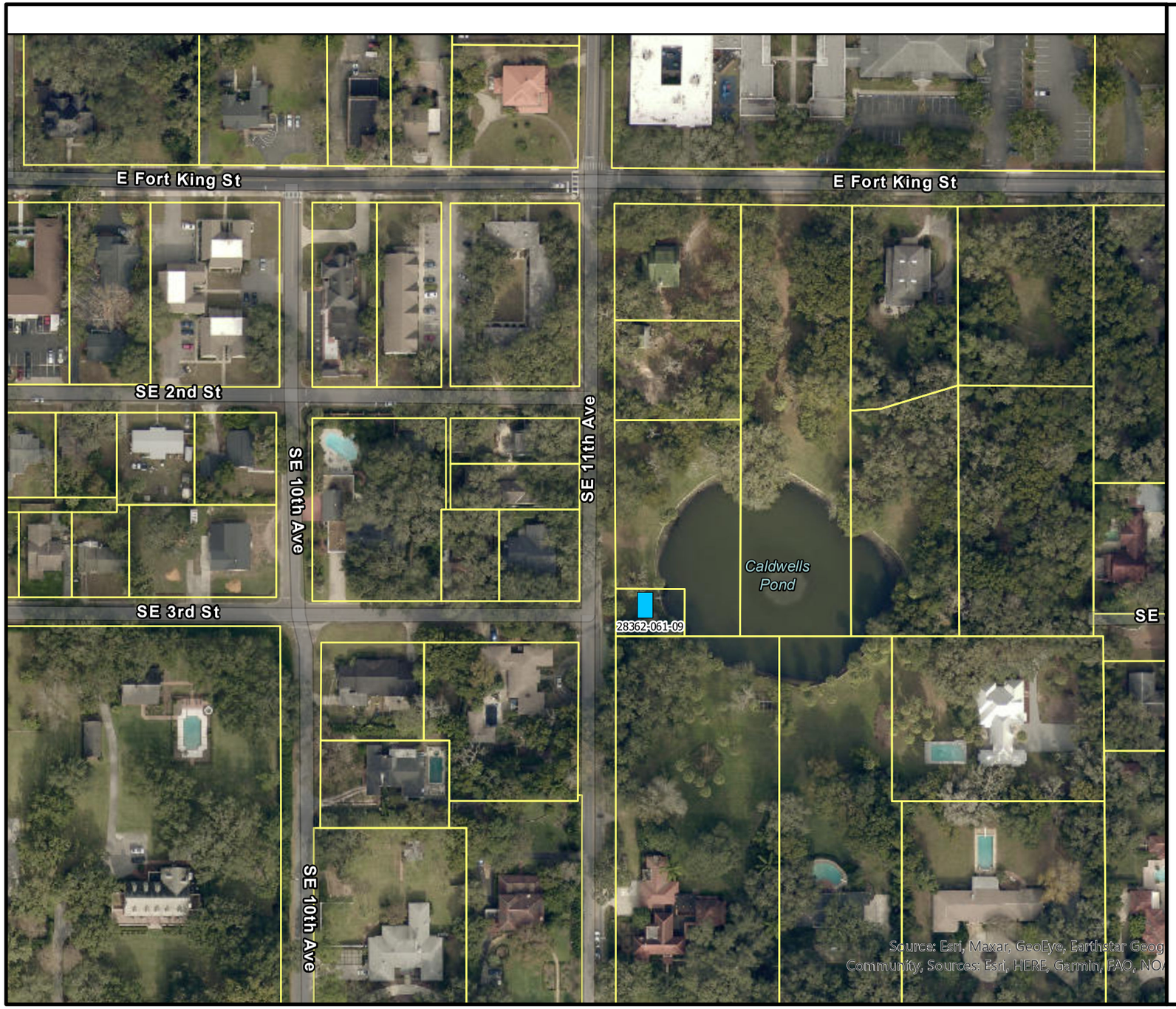
City Parcel ID:

DRA 131:- 2572-003-001

DRA 133:- 2572-013-001 & 2572-013-002

Nutrient Removing Filtration System

CONTRACT# CIP/220053



CITY OF OCALA

GOD BE WITH US

MARION COUNTY, FLORIDA

N

Location Map For Nutrient Removing Filtration System @ CITY DRA Caldwells Pond

City Parcel ID: 28362-061-09

Nutrient Removing Filtration System

Exhibit B - Location Maps CONTRACT# CIP/220053

June 18, 2020

Sent via Electronic Mail
slanier@ocalafl.org

Sean Lanier, P.E., CFM
City Engineer/Director
City of Ocala/ Public Works Department
1805 NE 30th Avenue
Ocala, FL 32470

Marion County – UIC
Drainage Well SE-53@ Caldwell Road (Taylor Pond)
WACS ID # 106612
Approval to Replace Existing Drainage Well SE-53

Dear Mr. Lanier:

The Department reviewed an email request received on June 14, 2020 from the City of Ocala's storm water Engineer Payal Pandya, P.E. that included the drain well study report for replacing the existing drain well (SE-53) located at 300 SE 11th Avenue in Ocala, Florida. Based on our review and the fact that the existing drain well is located on a private property, the Department approves the replacement installation of this drainage well within City's controlled area as outlined below;

- Existing drainage well #SE-53 at Taylor Pond (8" diameter), Total Depth 137' below top of casing.

Please be advised that the total depth of new replacement well may not be the same as original depth of the existing well. Should the replacement drainage well need to be drilled deeper than original depth, please contact the Department for prior approval. Final replacement well specifications must be based on observed field conditions during drilling (casing depth and total depth) and must be coordinated with the Department for approval prior to installation activities. The Department recommends that a pilot soil boring be drilled first to assess the geology, casing depth as well as the total depth for the new replacement drain well prior to installation work. Once the new replacement drainage well has been installed, the old drainage well must be properly abandoned in accordance with the requirements stipulated in Rule 62-532(500) Florida Administrative

Code. Please contact the Department at least 3 days prior to commencement of all field activities.

Within 90 days of completion of installation of replacement drain well and abandonment of existing drainage well, please submit the report to the Department including all well construction & abandonment details, an aerial map depicting the locations of the existing and replacement drainage well locations, and any wellhead treatment system(s) installed on new replacement drainage wells. Please submit the report in electronic format to DEP_CD@dep.state.fl.us, with a copy to Anil.Desai@dep.state.fl.us. If the file is very large, you may post it to the Waste Cleanup folder on the Central District's ftp site at:

ftp://ftp.dep.state.fl.us/pub/incoming/Central_District/Waste_Cleanup.

After posting the document, send an e-mail to DEP_CD@dep.state.fl.us, with a copy to Anil.Desai@dep.state.fl.us alerting us that it has been posted.

Should you have any questions concerning this approval, please contact me at (407) 897-4116 or via e-mail at Anil.Desai@dep.state.fl.us.

Sincerely,



Anil K. Desai, P.G.
Professional Geologist III
Permitting and Waste Cleanup Program

AKD/lb/akd

c: Payal Pandya, P.E, City of Ocala (ppandya@ocalafl.org)
DEP Staff: Joe Haberfeld, P.G., Andrew Franz, Anil Desai, P.G., Lu Burson, Erin Rasnake

January 24, 2020

Sent via Electronic Mail
slanier@ocalafl.org

Sean Lanier, P.E., CFM
City Engineer/Director
City of Ocala/ Public Works Department
1805 NE 30th Avenue
Ocala, FL 32470

Marion County – UIC
Drainage Wells – NW-1 and NW-2
WACS ID # 106413
Approval to Replace Two Existing Drainage Wells

Dear Mr. Lanier:

The Department reviewed two emails dated December 3, 2019 and January 14, 2020 from the City of Ocala's storm water Engineer Payal Pandya, P.E. that included the drain well study report and video logs for replacing two existing drain wells (NW-1 and NW-2) located due North of NW 9th Street and East side of NW 4th Avenue in Ocala, Florida. Based on our review, the Department approves the replacement installation of these drainage wells as outlined below;

- Existing drainage well #NW-1 (8" diameter), Total Depth 116.4' below top of casing and 124.4' from Manhole (Ground Surface).
- Existing drainage well #NW-2 (8" diameter), Total Depth 112.9' below top of casing and 121.6' from Manhole (Ground Surface).

Please be advised that the total depths of new replacement wells may not be the same as original depths of the existing wells. Should any of the replacement drainage wells need to be drilled deeper than original depths, please contact the Department for prior approval. Final replacement well specifications must be based on observed field conditions during drilling (casing depths and total depths) and must be coordinated with the Department for approval prior to installation activities. The Department recommends that a pilot soil boring be drilled first to assess the geology and casing as well as total depths for the new replacement drain wells prior to installation work. Once the new

replacement drainage wells have been installed, the two old drainage wells must be properly abandoned in accordance with the requirements stipulated in Rule 62-532(500) Florida Administrative Code. Please contact the Department at least 3 days prior to commencement of all field activities.

Within 90 days of completion of installation of replacement drain wells and abandonment of existing drainage wells, please submit the report to the Department including all well construction & abandonment details, an aerial map depicting the locations of 2 existing and 2 replacement drainage well locations, and any wellhead treatment system(s) installed on new replacement drainage wells. Please submit the report in electronic format to DEP_CD@dep.state.fl.us, with a copy to Anil.Desai@dep.state.fl.us. If the file is very large, you may post it to the Waste Cleanup folder on the Central District's ftp site at:

ftp://ftp.dep.state.fl.us/pub/incoming/Central_District/Waste_Cleanup.

After posting the document, send an e-mail to DEP_CD@dep.state.fl.us, with a copy to Anil.Desai@dep.state.fl.us alerting us that it has been posted.

Should you have any questions concerning this approval, please contact me at (407) 897-4116 or via e-mail at Anil.Desai@dep.state.fl.us.

Sincerely,



Anil K. Desai, P.G.
Professional Geologist III
Permitting and Waste Cleanup Program

AKD/lb/akd

c: Payal Pandya, P.E, City of Ocala (ppandya@ocalafl.org)
DEP Staff: Joe Haberfeld, P.G., Andrew Franz, Anil Desai, P.G., Lu Burson, Erin Rasnake

June 5, 2020

Sent via Electronic Mail
slanier@ocalafl.org

Sean Lanier, P.E., CFM
City Engineer/Director
City of Ocala/ Public Works Department
1805 NE 30th Avenue
Ocala, FL 32470

Marion County – UIC
Drainage Wells : NW-3
WACS ID # 106413
Approval to Replace Existing Drainage Well NW-3

Dear Mr. Lanier:

The Department reviewed two emails dated December 3, 2019 and additional information received on June 6, 2020 from the City of Ocala's storm water Engineer Payal Pandya, P.E. that included the drain well study report for replacing the existing drain wells (NW-3) within the City's DRA # 131 located due Northwest of intersection of NW 8th Street and NW 1st Avenue in Ocala, Florida. Based on our review, the Department approves the replacement installation of this drainage well as outlined below;

- Existing drainage well #NW-3 (8" diameter), Total Depth 61.55' below top of casing.

Please be advised that the total depth of new replacement well may not be the same as original depth of the existing well. Should any of the replacement drainage well need to be drilled deeper than original depth, please contact the Department for prior approval. Final replacement well specifications must be based on observed field conditions during drilling (casing depth and total depth) and must be coordinated with the Department for approval prior to installation activities. The Department recommends that a pilot soil boring be drilled first to assess the geology, casing depth as well as the total depth for the new replacement drain well prior to installation work. Once the new replacement drainage well has been installed, the old drainage well must be properly abandoned in

accordance with the requirements stipulated in Rule 62-532(500) Florida Administrative Code. Please contact the Department at least 3 days prior to commencement of all field activities.

Within 90 days of completion of installation of replacement drain well and abandonment of existing drainage well, please submit the report to the Department including all well construction & abandonment details, an aerial map depicting the locations of the existing and replacement drainage well locations, and any wellhead treatment system(s) installed on new replacement drainage wells. Please submit the report in electronic format to DEP_CD@dep.state.fl.us, with a copy to Anil.Desai@dep.state.fl.us. If the file is very large, you may post it to the Waste Cleanup folder on the Central District's ftp site at:

ftp://ftp.dep.state.fl.us/pub/incoming/Central_District/Waste_Cleanup.

After posting the document, send an e-mail to DEP_CD@dep.state.fl.us, with a copy to Anil.Desai@dep.state.fl.us alerting us that it has been posted.

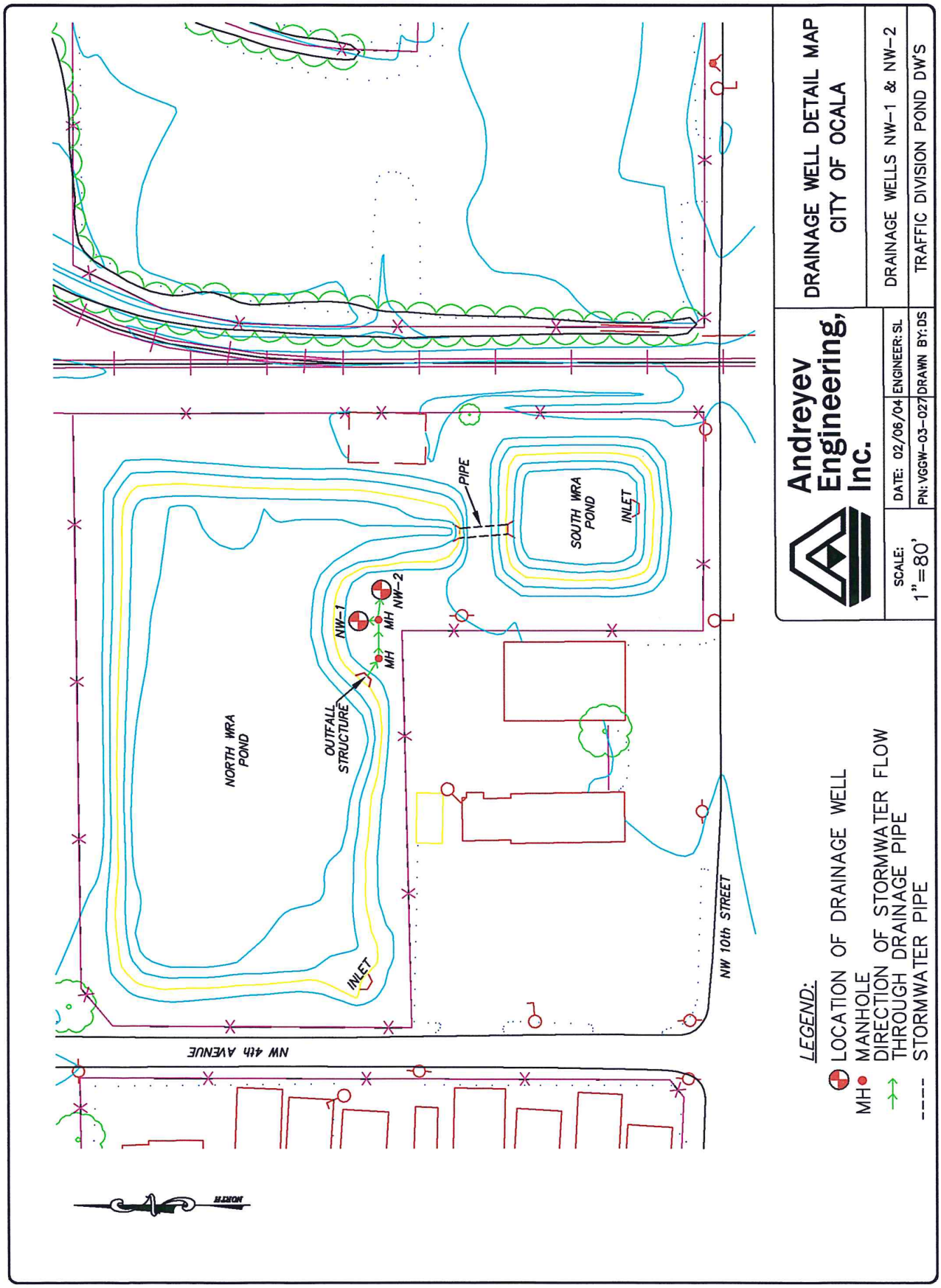
Should you have any questions concerning this approval, please contact me at (407) 897-4116 or via e-mail at Anil.Desai@dep.state.fl.us.

Sincerely,

Anil K. Desai, P.G.
Professional Geologist III
Permitting and Waste Cleanup Program

AKD/lb/akd

c: Payal Pandya, P.E, City of Ocala (ppandya@ocalafl.org)
DEP Staff: Joe Haberfeld, P.G., Andrew Franz, Anil Desai, P.G., Lu Burson, Erin Rasnake


DRAINAGE WELL DETAIL MAP
CITY OF OCALA
Andreyev Engineering, Inc.
DRAINAGE WELLS NW-1 & NW-2
TRAFFIC DIVISION POND DW'S
SCALE: 1"=80'
DATE: 02/06/04
ENGINEER: SL
PN: VGGW-03-027
DRAWN BY: DS
LEGEND:
LOCATION OF DRAINAGE WELL
MH MANHOLE
DIRECTION OF STORMWATER FLOW THROUGH DRAINAGE PIPE
STORMWATER PIPE
NORTH WRA POND
SOUTH WRA POND
INLET
PIPE
OUTFALL STRUCTURE
NW-1
NW-2
MH
MH
NW 10th STREET
NW 44th AVENUE
NORTH

Andreyev Engineering, Inc.

DRAINAGE WELL FIELD INVESTIGATION REPORT

Client Name: City of Ocala, Engineering Department

Client Address: 405 S.E. Osceola Avenue, Ocala FL 34471

Drainage Well ID: NW-1 (Traffic Division Pond- North Drainage Well)

Drainage Well Location: WRA F-12-A located north of NW 9th Street, on the east side of NW 4th Avenue.

Drainage Well Type: WRA Overflow to Manhole Structure

Drainage Well Treatment Type: Settling Pond with Sand Filter and Grassed Sides Walls. No liner material identified/found.

Drainage Well Functioning: Yes

Drainage Flow Characteristics: Stormwater from Drainage Basin No. 28.2.B flows into two (2) stormwater treatment ponds (WRA-F-12-A) and then discharges into Drainage Wells NW-1 and NW-2. The two (2) SW treatment ponds (the smaller (south) pond and larger (north) pond) are interconnected. SW fills both ponds but only outfalls through the larger (north) pond. SW discharged into the outfall flows to two (2) manholes (placed in series), discharging to the west manhole first, and then to the east manhole, where the water must rise to 7.5" BTOM (below top of manhole reference) before discharging to drainage wells NW-1 and NW-2.

AQUIFER TERMINATED: Surficial Aquifer– Avon Park Limestone

DW BORE HOLE DIAMETER: 8 -INCHES TOTAL DW DEPTH: 116.4 -FEET (BTOC) 124.4 -FEET (BTOM)

CASING TYPE: SS CASING DIAMETER: 8 INCHES CASING LENGTH: UK FEET

DW TOC: 8.0 FEET (BTOM) STATIC WATER LEVEL: 13.30 FEET (BTOM), 5.3 FEET (BTOC)

DW HIGH WATER MARK: 7.7 FEET (BTOM) , 0.3 FEET (ABOVE DW CASING)

INLET SW FLOW ENTRY: 7.7 FEET (BTOM) , 0.3 FEET (ABOVE DW CASING)

POND OUTFALL LOCATION: 3.5 FEET (ABOVE POND BOTTOM) MAXIMUM POND DEPTH: 8.5 FEET(ABOVE POND BOTTOM)

POND AREA AT BASE: 46,142 FT^2

MAXIMUM POND AREA: 73,527 FT^2 MAXIMUM POND STORAGE VOLUME: 508,593 FT^3 (11.7 Ac-Ft)

POND AREA AT OUTFALL LOCATION: 57,700 FT^2 POND VOLUME AT OUTFALL ELEVATION: 181,724 FT^3 (4.2 Ac-Ft)

ASSOCIATED DRAINAGE BASIN ID No.: 28.2.B

ASSOCIATED DRAINAGE BASIN AREA: 3,157,544.16 FT^2 (72.49 ACRES)

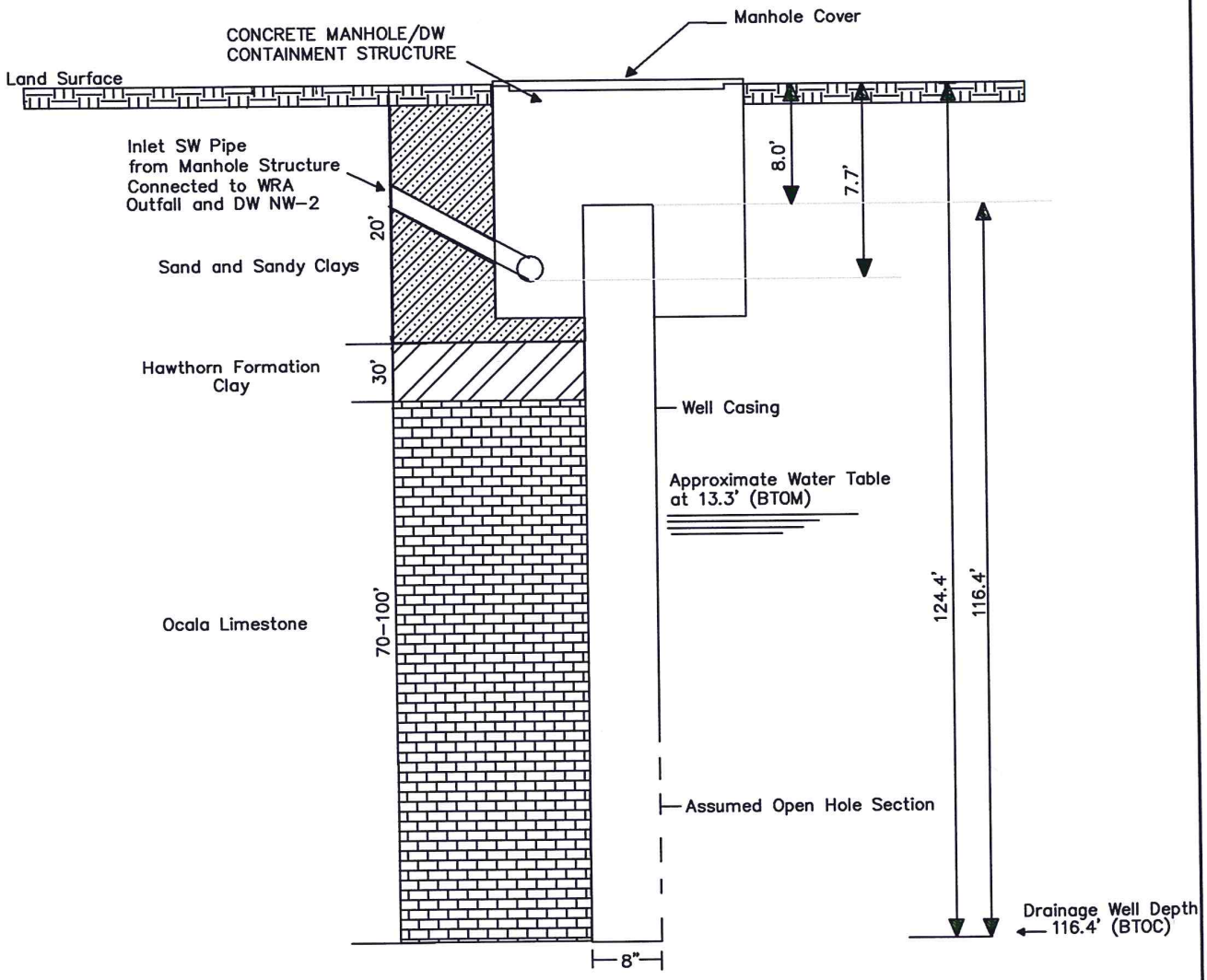
DRAINAGE BASIN VOLUME WITH 0.5 INCHES OF STORMWATER STORAGE: 3.03 Ac-Ft

REMARKS: Stormwater in this Basin Area discharges into a treatment WRA which discharges to two (2) drainage wells, NW-1 and NW-2.

FIELD DATA COLLECTED BY: Brad Reddick DATE DATA COLLECTED: 12-1-03 and 1-30-04

TOC = Top of Casing BTOC = Below Top of Casing BTOM = Below Top of Manhole DW = Drainage Well
SW = Stormwater

NOTES: See AS-BUILT DW CONSTRUCTION DIAGRAM AND LITHOLOGIC LOG AND DW LOCATION MAP.
GEOLOGY INTERPOLATED FROM WATER WELL LOGS IN THE REGION
ABOVE AREA/VOLUME CALCULATIONS ARE FOR COMBINED PONDS



NOTE: Geology interpolated from well logs in the region

KEY

(BTOC) = Below Top of Casing
DW = Drainage Well
SW = Stormwater
(BTOM) = Below Top of Manhole
WRA = Water Retention Area

Andreyev Engineering, Inc.

SCALE:	DATE: 1/28/04	ENGINEER: DJR
N.T.S.	PN: VGGW-03-027	DRAWN BY: KW

DRAINAGE WELL INVESTIGATION
CITY OF OCALA
DRAINAGE WELL #NW-1
MARION COUNTY, FLORIDA

DRAINAGE WELL DETAIL

FIGURE 12

Andreyev Engineering, Inc.

DRAINAGE WELL FIELD INVESTIGATION REPORT

Client Name: City of Ocala, Engineering Department

Client Address: 405 S.E. Osceola Avenue, Ocala FL 34471

Drainage Well ID: NW-2 (Traffic Division Pond – SE Drainage Well)

Drainage Well Location: WRA F-12-A located north of NW 9th Street, on the east side of NW 4th Avenue.

Drainage Well Type: WRA Overflow to Manhole Structure

Drainage Well Treatment Type: Settling Pond with Sand Filter and Grassed Sides Walls. No liner material identified/found.

Drainage Well Functioning: Yes

Drainage Flow Characteristics: Stormwater from Drainage Basin No. 28.2.B flows into two (2) stormwater treatment ponds (WRA-F-12-A) and then discharges into Drainage Wells NW-1 and NW-2. The two (2) SW treatment ponds (the smaller (south) pond and larger (north) pond) are interconnected. SW fills both ponds but only outfalls through the larger (north) pond. SW discharged into the outfall flows to two (2) manholes (placed in series), discharging to the west manhole first, and then to the east manhole, where the water must rise to 7.5" BTOM (below top of manhole reference) before discharging to drainage wells NW-1 and NW-2.

AQUIFER TERMINATED: Surficial Aquifer– Avon Park Limestone

DW BORE HOLE DIAMETER: 8 -INCHES TOTAL DW DEPTH: 112.9 -FEET (BTOC) 121.6 -FEET (BTOM)

CASING TYPE: SS CASING DIAMETER: 8 INCHES CASING LENGTH: UK FEET

DW TOC: 8.7 FEET (BTOM) STATIC WATER LEVEL: 13.75 FEET (BTOM), 5.75 FEET (BTOC)

DW HIGH WATER MARK: 6.3 FEET (BTOM) , 2.4 FEET (ABOVE DW CASING)

INLET SW FLOW ENTRY: 8.05 FEET (BTOM) , 0.65 FEET (ABOVE DW CASING)

POND OUTFALL LOCATION: 3.5 FEET (ABOVE POND BOTTOM) MAXIMUM POND DEPTH: 8.5 FEET(ABOVE POND BOTTOM)

POND AREA AT BASE: 46,142 FT^2

MAXIMUM POND AREA: 73,527 FT^2 MAXIMUM POND STORAGE VOLUME: 508,593 FT^3 (11.7 Ac-Ft)

POND AREA AT OUTFALLLOCATION: 57,700 FT^2 POND VOLUME AT OUTFALL ELEVATION: 181,724 FT^3 (4.2 Ac-Ft)

ASSOCIATED DRAINAGE BASIN ID No.: 28.2.B

ASSOCIATED DRAINAGE BASIN AREA: 3,157,544.16 FT^2 (72.49 ACRES)

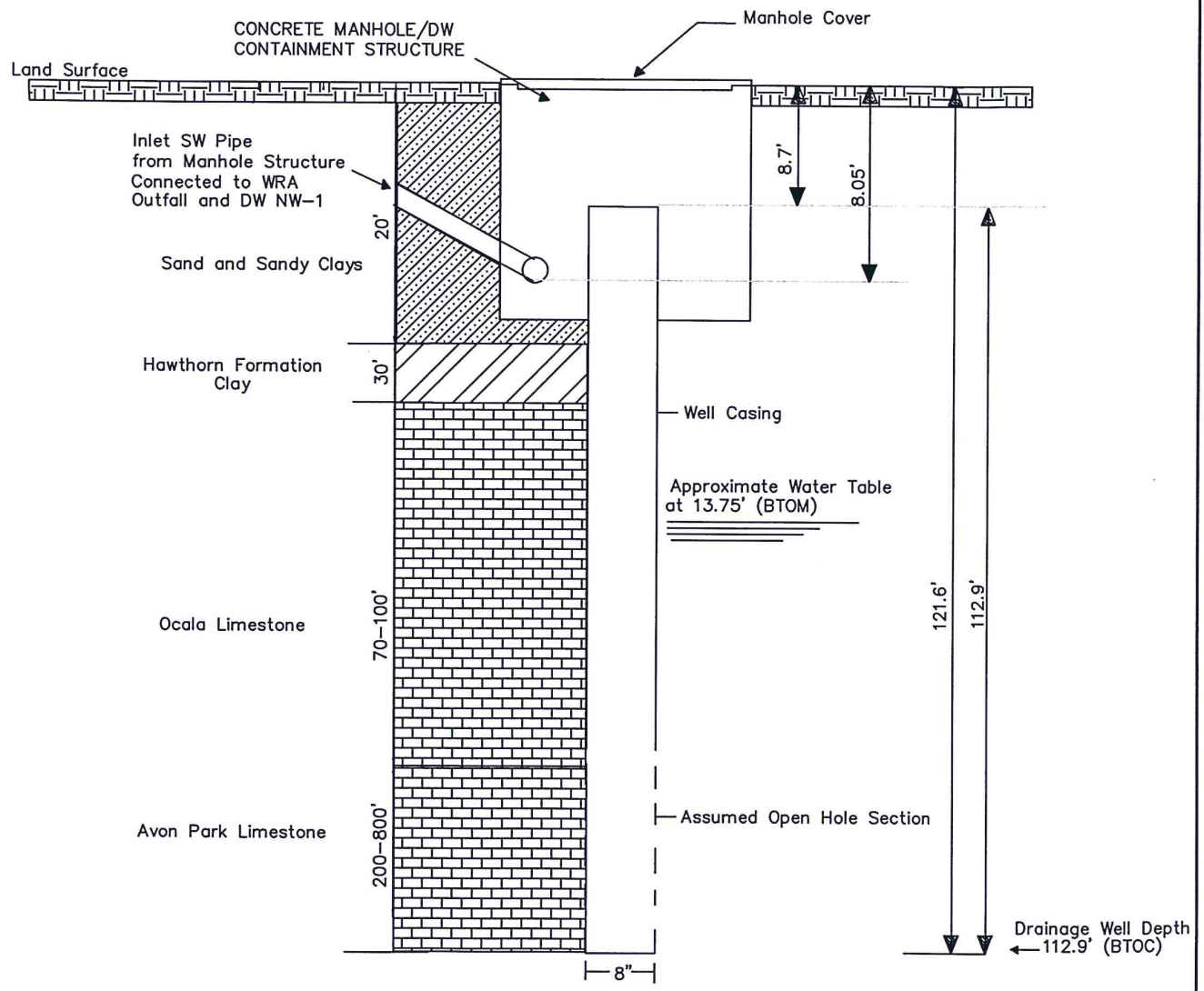
DRAINAGE BASIN VOLUME WITH 0.5 INCHES OF STORMWATER STORAGE: 3.03 Ac-Ft

REMARKS: Stormwater in this Basin Area discharges into a treatment WRA which discharges to two (2) drainage wells, NW-1 and NW-2.

FIELD DATA COLLECTED BY: Brad Reddick DATE DATA COLLECTED: 12-1-03 and 1-30-04

TOC = Top of Casing BTOC = Below Top of Casing BTOM = Below Top of Manhole DW = Drainage Well
SW = Stormwater

NOTES: See AS-BUILT DW CONSTRUCTION DIAGRAM AND LITHOLOGIC LOG AND DW LOCATION MAP.
GEOLOGY INTERPOLATED FROM WATER WELL LOGS IN THE REGION
ABOVE AREA/VOLUME CALCULATIONS ARE FOR COMBINED PONDS



NOTE: Geology interpolated from well logs in the region

KEY

(BTOC) = Below Top of Casing
DW = Drainage Well
SW = Stormwater
(BTOM) = Below Top of Manhole
WRA = Water Retention Area

Andreyev Engineering, Inc.

SCALE:	DATE: 1/28/04	ENGINEER: DJR
N.T.S.	PN: VGGW-03-027	DRAWN BY: KW

DRAINAGE WELL INVESTIGATION
CITY OF OCALA
DRAINAGE WELL #NW-2
MARION COUNTY, FLORIDA

DRAINAGE WELL DETAIL

FIGURE 13

DRAINAGE WELL FIELD INVESTIGATION

PHOTODOCUMENTATION LOGS

Andreyev Engineering, Inc.

DRAINAGE WELL FIELD INVESTIGATION REPORT
PHOTODOCUMENTATION LOGS

Drainage Well ID: NW-1 & NW-2

REMARKS: Photo 1 of 7. View of Drainage Well Manholes NW-1 (in foreground) and NW-2 (in background). Stormwater collection structures (two in total) are in the left side of this photo. Photo Shot Facing South.

PHOTO TAKEN BY: Brad Reddick **DATE PHOTO TAKEN:** 12/ /2003

t)



Andreyev Engineering, Inc.

DRAINAGE WELL FIELD INVESTIGATION REPORT
PHOTODOCUMENTATION LOGS

Drainage Well ID: NW-1 & NW-2

REMARKS: Photo 2 of 7. View of this drainage well system's stormwater pond (WRA) outfall structure, located in the larger WRA pond. This (larger) WRA pond is interconnected to a smaller WRA pond, located immediately to the west. Photo shot facing south.

PHOTO TAKEN BY: Brad Reddick **DATE PHOTO TAKEN:** 12/1/2003



Andreyev Engineering, Inc.

DRAINAGE WELL FIELD INVESTIGATION REPORT
PHOTODOCUMENTATION LOGS

Drainage Well ID: NW-1 & NW-2

REMARKS: Photo 3 of 7. View of the larger drainage well stormwater pond (WRA). This larger pond is interconnected to a smaller WRA pond located immediately to the west. Photo shot facing north.

PHOTO TAKEN BY: Brad Reddick **DATE PHOTO TAKEN:** 12/1/2003



Andreyev Engineering, Inc.

DRAINAGE WELL FIELD INVESTIGATION REPORT
PHOTODOCUMENTATION LOGS

Drainage Well ID: NW-1 & NW-2

REMARKS: Photo 4 of 7. View of the larger stormwater pond (WRA) the drainage wells are connected to. This WRA is interconnected to a smaller WRA pond (see arrow for exact location), located immediately to the west. Photo shot facing southwest.

PHOTO TAKEN BY: Brad Reddick **DATE PHOTO TAKEN:** 12/ /2003



Andreyev Engineering, Inc.

DRAINAGE WELL FIELD INVESTIGATION REPORT
PHOTODOCUMENTATION LOGS

Drainage Well ID: NW-1 & NW-2

REMARKS: Photo 5 of 7. View of small drainage well stormwater pond (WRA). This small WRA is located adjacent to and west of the larger WRA pond, and is interconnected to the larger WRA pond. Photo shot facing northwest.

PHOTO TAKEN BY: Brad Reddick **DATE PHOTO TAKEN:** 12/1/2003



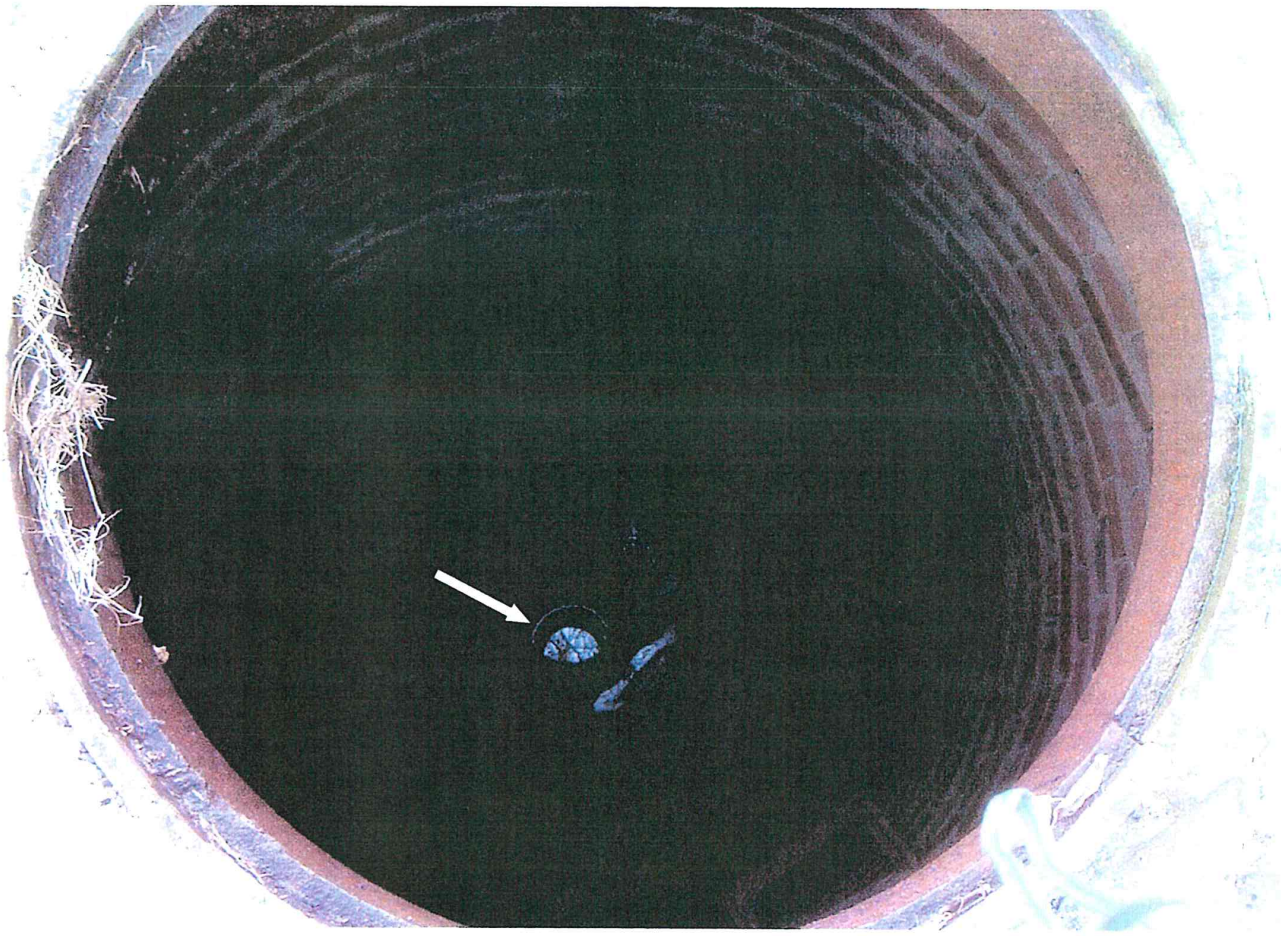
Andreyev Engineering, Inc.

DRAINAGE WELL FIELD INVESTIGATION REPORT PHOTODOCUMENTATION LOGS

Drainage Well ID: NW-1

REMARKS: Photo 6 of 7. View of drainage well manhole structure, drainage well NW-1 casing, and stormwater inlet pipe (located to the right of the DW casing). Pointer on drainage well casing.

PHOTO TAKEN BY: Brad Reddick **DATE PHOTO TAKEN:** 12/17/2003



Andreyev Engineering, Inc.

DRAINAGE WELL FIELD INVESTIGATION REPORT PHOTODOCUMENTATION LOGS

Drainage Well ID: NW-2

REMARKS: Photo 7 of 7. View of drainage well manhole structure, drainage well NW-2 casing, and stormwater inlet pipe. Pointer on drainage well casing.

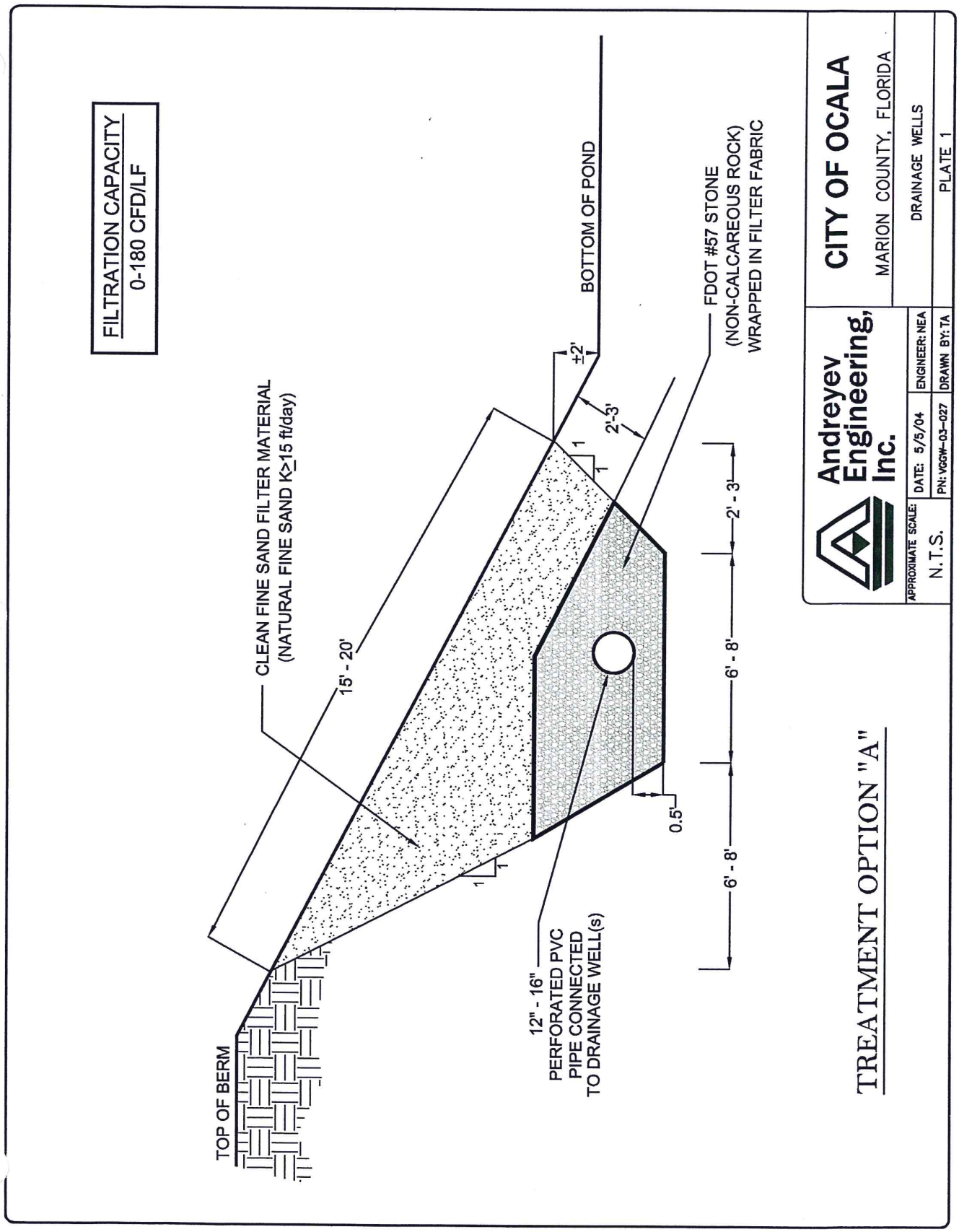
PHOTO TAKEN BY: Brad Reddick **DATE PHOTO TAKEN:** 12/1/2003

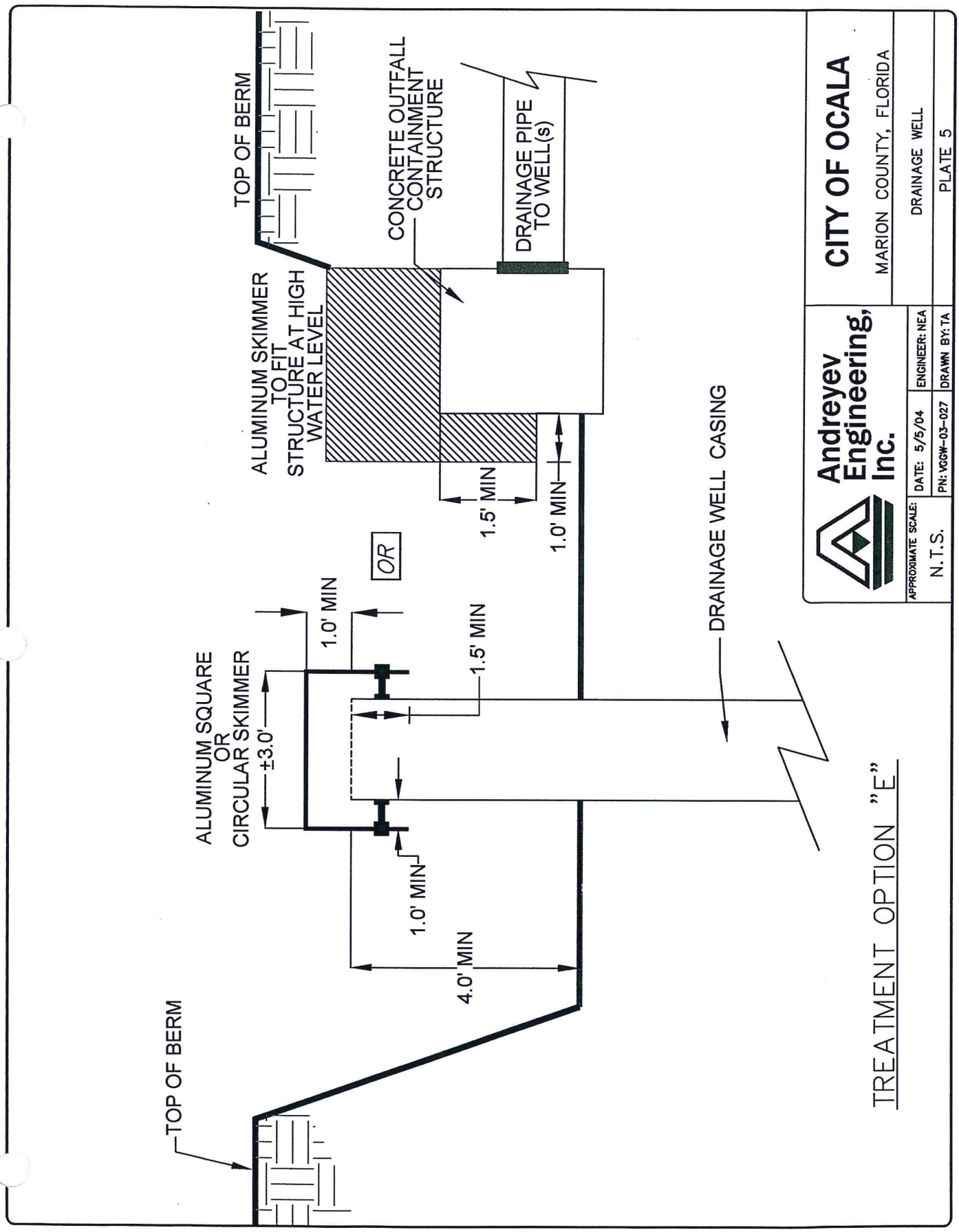


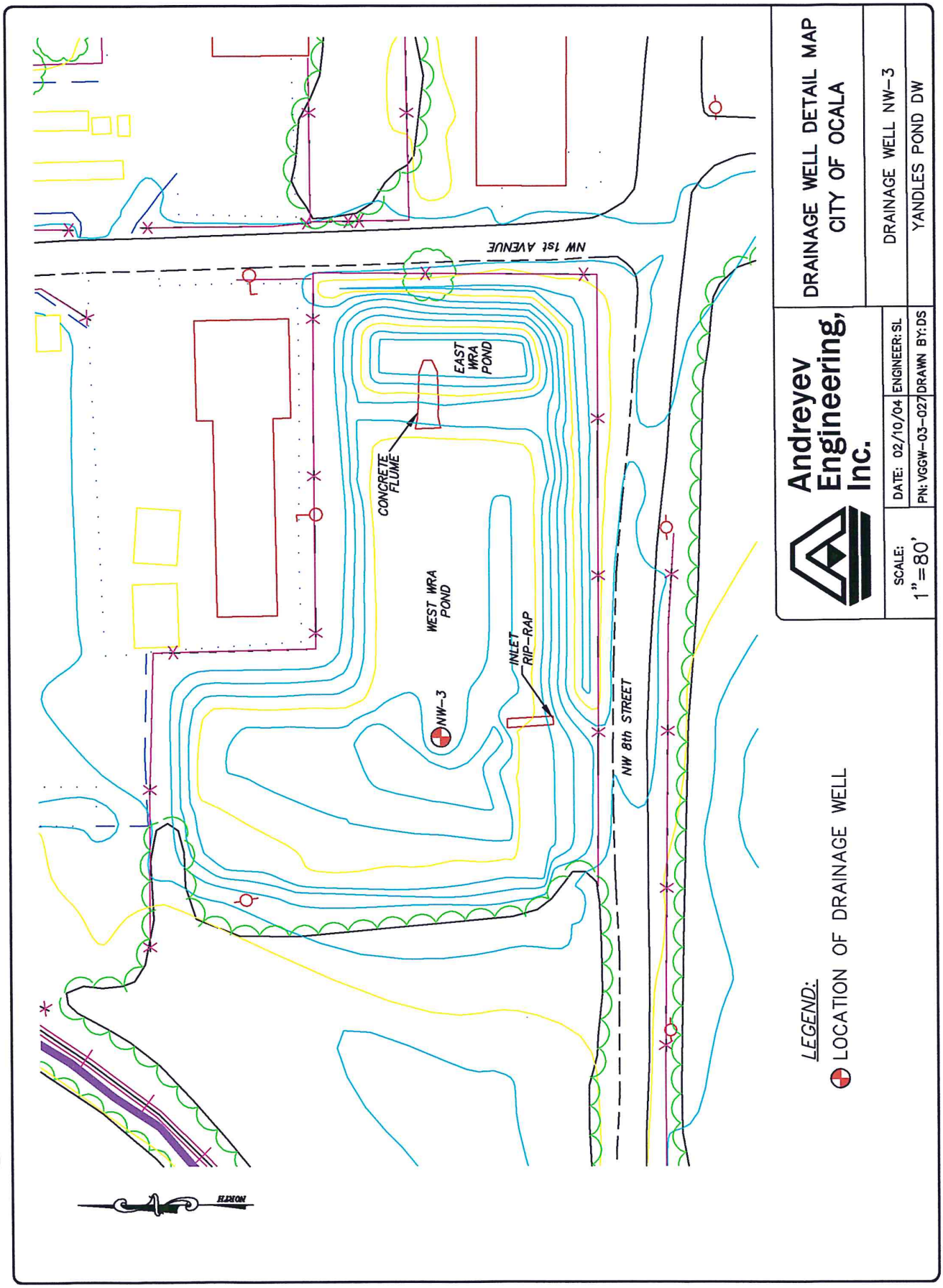
DRAINAGE WELL

RECOMMENDED PRELIMINARY DESIGN

TREATMENT OPTION SCHEMATIC(S)


FILTRATION CAPACITY
0-180 CFD/LF
CLEAN FINE SAND FILTER MATERIAL
(NATURAL FINE SAND K≥15 ft/day)
15' - 20'
TOP OF BERM
12" - 16"
PERFORATED PVC
PIPE CONNECTED
TO DRAINAGE WELL(s)
BOTTOM OF POND
±2'
2'-3'
FDOT #57 STONE
(NON-CALCAREOUS ROCK)
WRAPPED IN FILTER FABRIC
0.5'
6' - 8'
6' - 8'
2' - 3'
1
1
1
1
TREATMENT OPTION "A"
Andreyev Engineering, Inc.
CITY OF OCALA
MARION COUNTY, FLORIDA
DRAINAGE WELLS
PLATE 1
APPROXIMATE SCALE:
N.T.S.
DATE: 5/5/04
ENGINEER: NEA
PN: VGGW-03-027
DRAWN BY: TA


TOP OF BERM
CONCRETE OUTFALL CONTAINMENT STRUCTURE
DRAINAGE PIPE TO WELL(s)
ALUMINUM SKIMMER TO FIT STRUCTURE AT HIGH WATER LEVEL
1.5' MIN
1.0' MIN
OR
1.0' MIN
1.5' MIN
ALUMINUM SQUARE OR CIRCULAR SKIMMER
±3.0'
DRAINAGE WELL CASING
1.0' MIN
4.0' MIN
TOP OF BERM
TREATMENT OPTION "E"
CITY OF OCALA
MARION COUNTY, FLORIDA
DRAINAGE WELL
PLATE 5
Andreyev Engineering, Inc.
APPROXIMATE SCALE: N.T.S.
DATE: 5/5/04
PN: VGGW-03-027
ENGINEER: NEA
DRAWN BY: TA


NW 1st AVENUE
EAST WRA POND
CONCRETE FLUME
WEST WRA POND
INLET RIP-RAP
NW-3
NW 8th STREET
NORTH
LEGEND:
LOCATION OF DRAINAGE WELL
DRAINAGE WELL DETAIL MAP
CITY OF OCALA
Andreyev Engineering, Inc.
SCALE: 1"=80'
DATE: 02/10/04
PN: VGGW-03-027
ENGINEER: SL
DRAWN BY: DS
DRAINAGE WELL NW-3
YANDLES POND DW

Andreyev Engineering, Inc.

DRAINAGE WELL FIELD INVESTIGATION REPORT

Client Name: City of Ocala, Engineering Department

Client Address: 405 S.E. Osceola Avenue, Ocala FL 34471

Drainage Well ID: **NW-3 (Yandle's Pond Drainage Well)**

Drainage Well Location: WRA F-12-B, located on the northwest corner of NW 8th Street and NW 1st Avenue

Drainage Well Type: WRA Overflow – In-Pond Location

Drainage Well Treatment Type: Settling Pond with Sand Filter and Grassed Sides Walls. No liner material identified/found.

Drainage Well Functioning: Yes

Drainage Flow Characteristics: Stormwater from Drainage Basin No. 28.2.A flows into two (2) stormwater treatment ponds (WRA F-12-B) that are interconnected (by a concrete flume), fills these ponds to the DW NW-3 top of casing level, and then discharges into the DW (located in the larger, west pond). Stormwater must rise 10.7 feet above pond bottom before discharging into drainage well NW-3.

AQUIFER TERMINATED: Surficial Aquifer–Ocala Limestone

BORE HOLE DIAMETER: 8 -INCHES TOTAL DW DEPTH: 61.55 -FEET (BTOC) N/A -FEET (BTOM)

CASING TYPE: SS CASING DIAMETER: 8 INCHES CASING LENGTH: UK FEET

DW TOC: 10.7 FEET (BTOM) STATIC WATER LEVEL: N/A FEET (BTOM), 17.55 FEET (BTOC)

W HIGH WATER MARK: 1.0 FEET (BTOC) , N/A FEET (ABOVE DW CASING)

INLET SW FLOW ENTRY: N/A FEET (BTOM) , 0.0 FEET (ABOVE DW CASING)

POND OUTFALL LOCATION: 10.7 FEET (ABOVE POND BOTTOM) MAXIMUM POND DEPTH: 12.7 FEET(ABOVE POND BOTTOM)

POND AREA AT BASE: 39,398 FT^2

MAXIMUM POND AREA: 74,148 FT^2 MAXIMUM POND STORAGE VOLUME: 721,017 FT^3 (16.6 Ac-Ft)

POND AREA AT OUTFALLLOCATION: 69,068 FT^2 POND VOLUME AT OUTFALL ELEVATION: 580,293 FT^3 (13.4 Ac-Ft)

ASSOCIATED DRAINAGE BASIN ID No.: 28.2.A

ASSOCIATED DRAINAGE BASIN AREA: 2,094,875.79 FT^2 (48.09 ACRES)

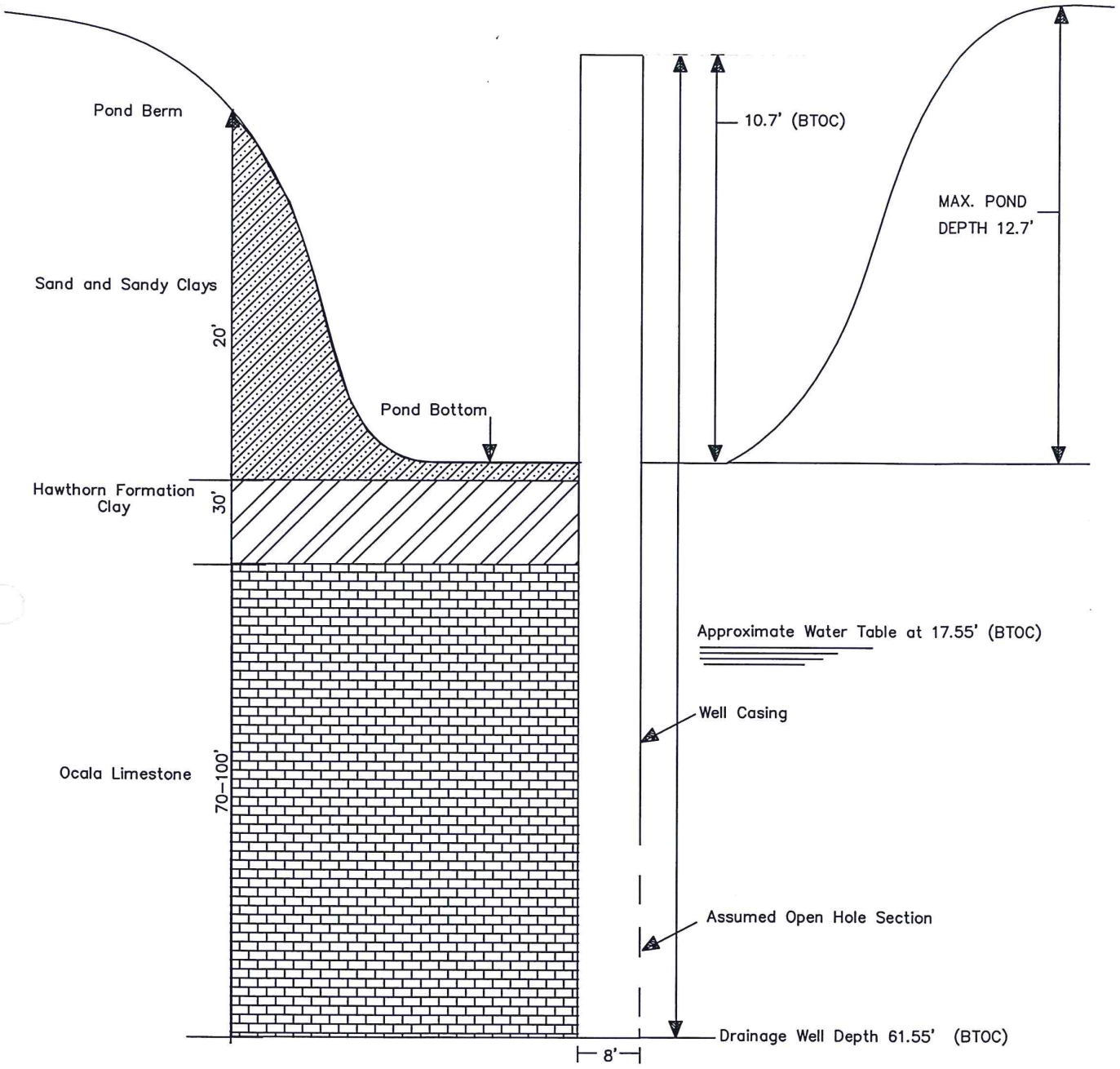
DRAINAGE BASIN VOLUME WITH 0.5 INCHES OF STORMWATER STORAGE: 2.01 Ac-Ft

REMARKS: Stormwater in this Basin Area drains into two (2) stormwater treatment ponds, which discharge into drainage well NW-3.

FIELD DATA COLLECTED BY: Brad Reddick DATE DATA COLLECTED: 12-3-03

TOC = Top of Casing BTOC = Below Top of Casing BTOM = Below Top of Manhole DW = Drainage Well
= Stormwater ALS = Above Land Surface

NOTES: See AS-BUILT DW CONSTRUCTION DIAGRAM AND LITHOLOGIC LOG AND DW LOCATION MAP.
GEOLOGY INTERPOLATED FROM WATER WELL LOGS IN THE REGION
ABOVE AREA/VOLUME CALCULATIONS ARE FOR COMBINED PONDS



NOTE: Geology interpolated from well logs in the region

KEY

(BTOC) = Below Top of Casing
DW = Drainage Well
SW = Stormwater
(BTOM) = Below Top of Manhole
WRA = Water Retention Area

Andreyev Engineering, Inc.

SCALE: N.T.S.	DATE: 1/28/04	ENGINEER: DJR
	PN: VGGW–03–027	DRAWN BY: KW

DRAINAGE WELL INVESTIGATION
CITY OF OCALA
DRAINAGE WELL #NW-3
MARION COUNTY, FLORIDA

DRAINAGE WELL DETAIL

FIGURE 1

DRAINAGE WELL FIELD INVESTIGATION

PHOTODOCUMENTATION LOGS

Andreyev Engineering, Inc.

DRAINAGE WELL FIELD INVESTIGATION REPORT PHOTODOCUMENTATION LOGS

Drainage Well ID: NW-3

REMARKS: Photo 1 of 4. View of drainage well NW-3 riser/casing (see pointer) located in associated (Larger) WRA pond. This WRA pond is interconnected to a smaller WRA pond (located immediately east) by a concrete flume. Photo shot facing west.

PHOTO TAKEN BY: Brad Reddick **DATE PHOTO TAKEN:**12/3/2003



U:/Susanna/Ocala/Drainage Well Photodocumentation Log NW3,1 of 4.doc

Andreyev Engineering, Inc.

DRAINAGE WELL FIELD INVESTIGATION REPORT
PHOTODOCUMENTATION LOGS

Drainage Well ID: NW-3

REMARKS: Photo 2 of 4. View of drainage well NW-3 riser/casing (see pointer to the left) located in associated (Larger) WRA pond and photo of stormwater inlet structure (pointer to the right). This WRA pond is interconnected to a smaller WRA pond (located immediately east) by a concrete flume. Photo shot facing northwest.

PHOTO TAKEN BY: Brad Reddick **DATE PHOTO TAKEN:** 12/3/2003



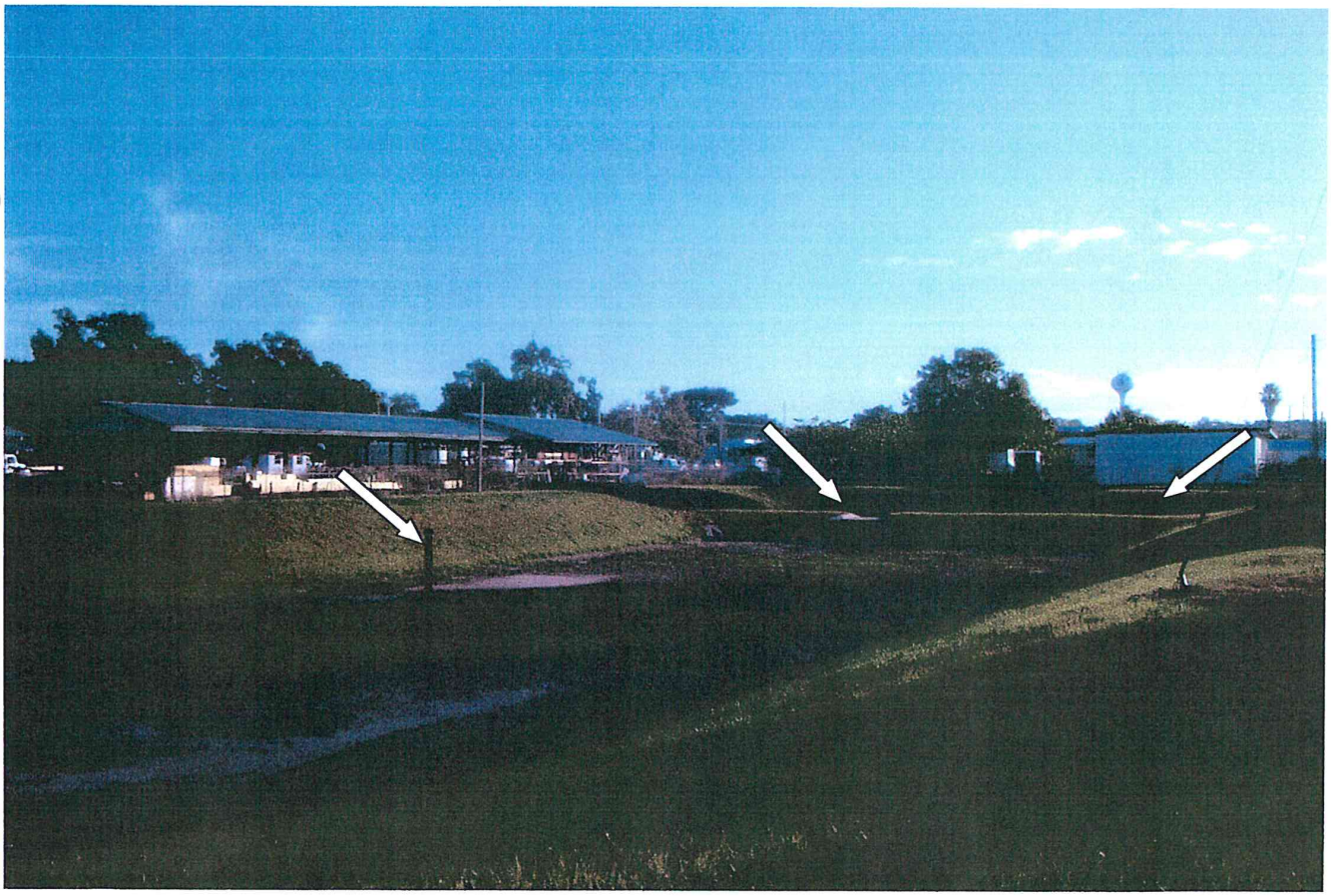
Andreyev Engineering, Inc.

DRAINAGE WELL FIELD INVESTIGATION REPORT
PHOTODOCUMENTATION LOGS

Drainage Well ID: NW-3

REMARKS: Photo 3 of 4. View of drainage well NW-3 riser/casing (left pointer) located in associated (Larger) WRA pond, view of stormwater flume structure (center pointer) connecting the larger WRA pond with the smaller WRA pond, and view of smaller WRA pond (right pointer) located immediately east of larger WRA pond. Photo shot facing northeast.

PHOTO TAKEN BY: Brad Reddick **DATE PHOTO TAKEN:** 12/3/2003



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Andreyev Engineering, Inc.

DRAINAGE WELL FIELD INVESTIGATION REPORT PHOTODOCUMENTATION LOGS

Drainage Well ID: NW-3

REMARKS: Photo 4 of 4. View of associated drainage well NW-3 Small WRA Pond, showing a view of the stormwater flume structure (see pointer), the location where stormwater discharges from the larger WRA Pond to this small WRA Pond, which is located immediately to the east of the Large WRA Pond. Photo shot facing north-northeast.

PHOTO TAKEN BY: Brad Reddick **DATE PHOTO TAKEN:** 12/3/2003

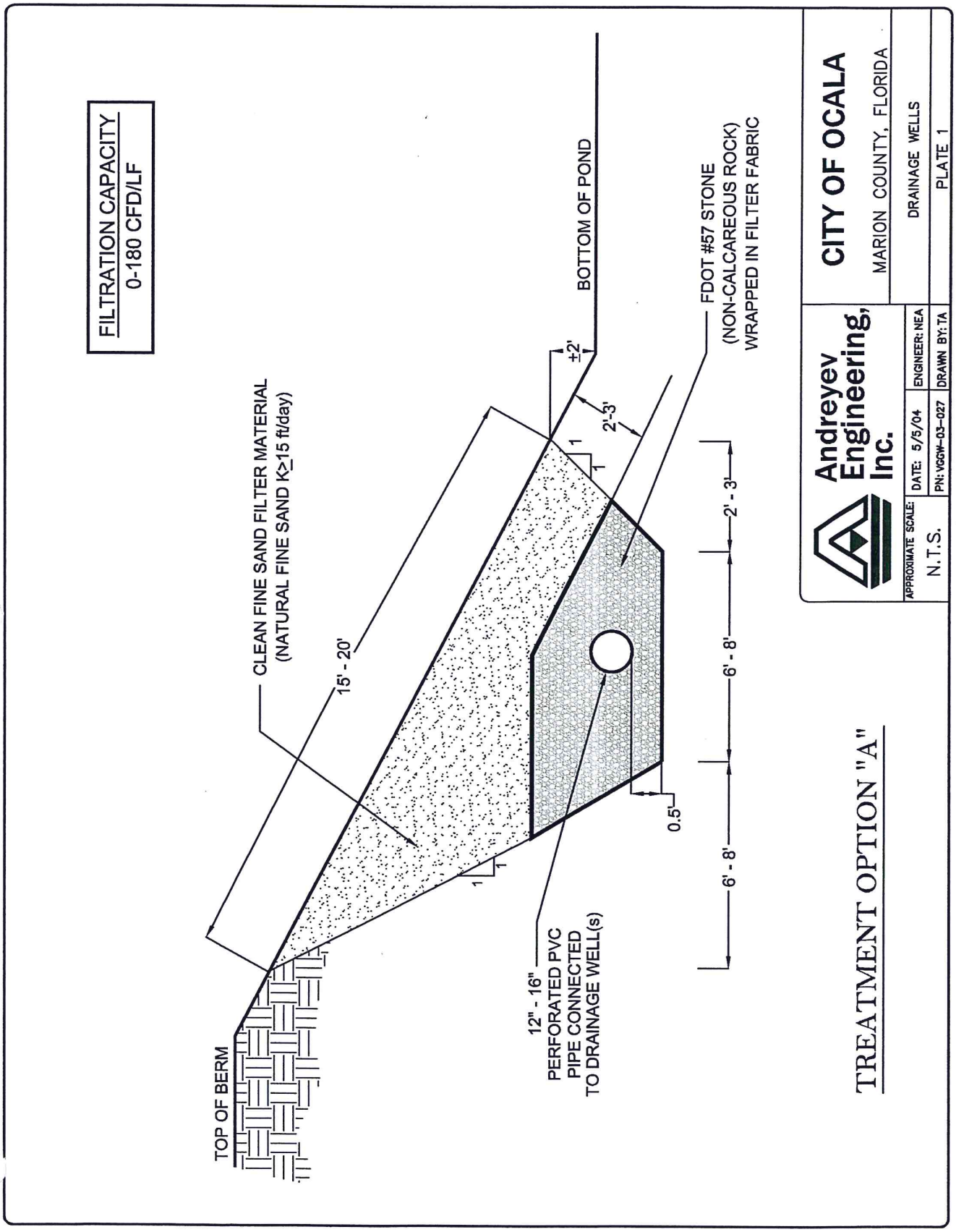


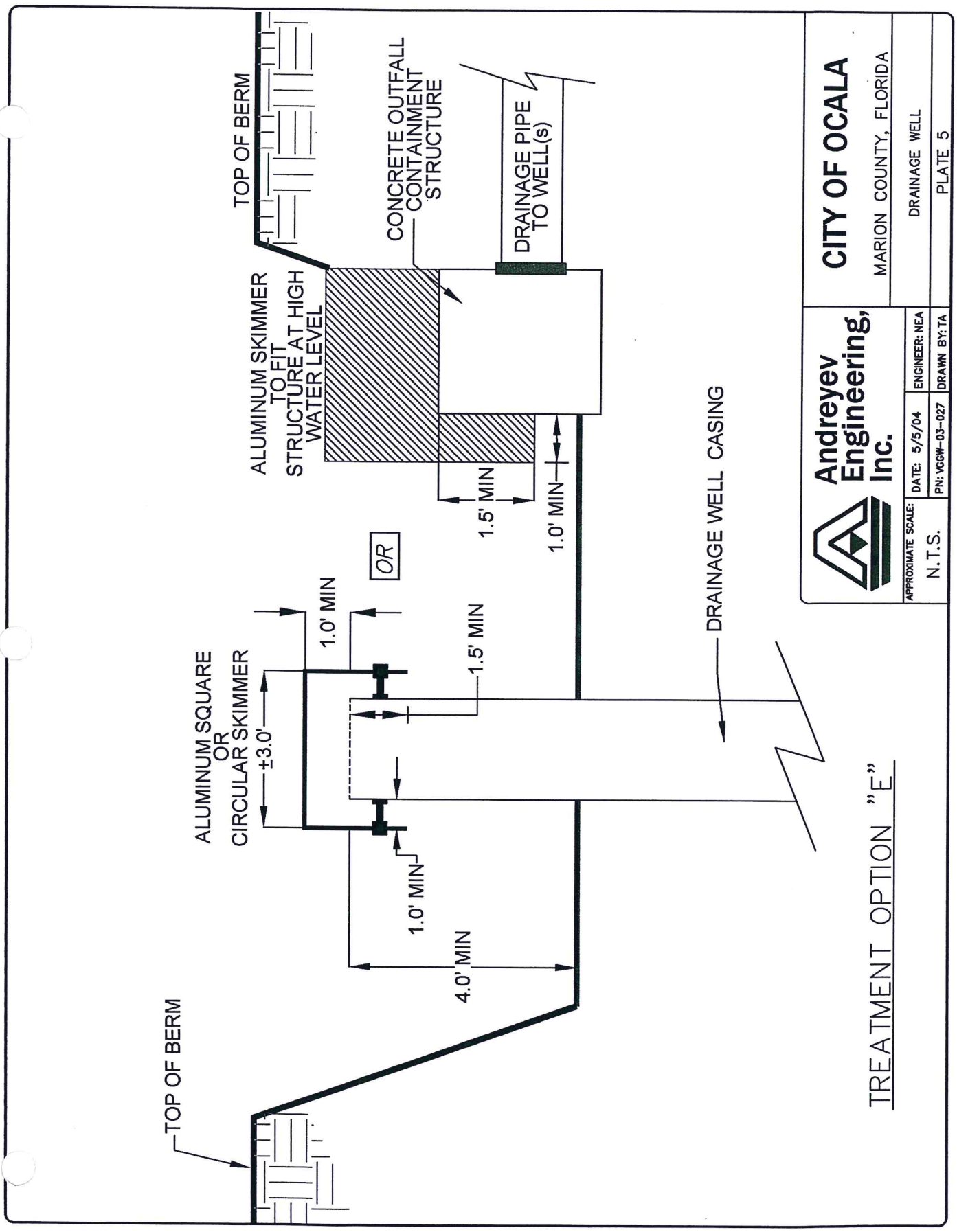
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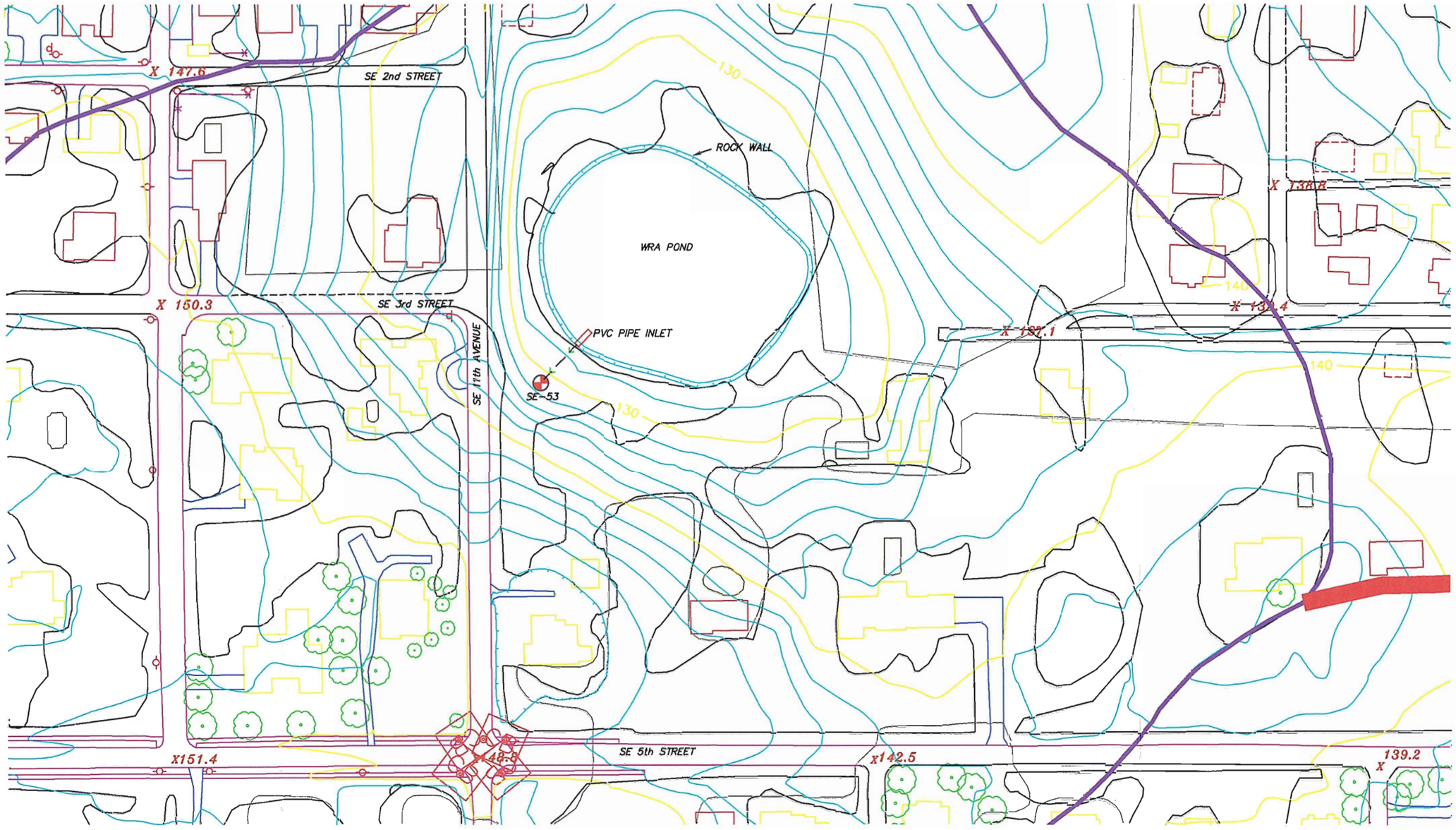
DRAINAGE WELL

RECOMMENDED PRELIMINARY DESIGN

TREATMENT OPTION SCHEMATIC(S)


FILTRATION CAPACITY
0-180 CFD/LF
CLEAN FINE SAND FILTER MATERIAL
(NATURAL FINE SAND K≥15 ft/day)
15' - 20'
TOP OF BERM
12" - 16"
PERFORATED PVC
PIPE CONNECTED
TO DRAINAGE WELL(s)
BOTTOM OF POND
±2'
2'-3'
FDOT #57 STONE
(NON-CALCAREOUS ROCK)
WRAPPED IN FILTER FABRIC
0.5'
6' - 8'
6' - 8'
2' - 3'
1
1
1
1
TREATMENT OPTION "A"
Andreyev Engineering, Inc.
APPROXIMATE SCALE: N.T.S.
DATE: 5/5/04
PN: VGGW-03-027
ENGINEER: NEA
DRAWN BY: TA
CITY OF OCALA
MARION COUNTY, FLORIDA
DRAINAGE WELLS
PLATE 1


TOP OF BERM
CONCRETE OUTFALL CONTAINMENT STRUCTURE
DRAINAGE PIPE TO WELL(s)
ALUMINUM SKIMMER TO FIT STRUCTURE AT HIGH WATER LEVEL
1.5' MIN
1.0' MIN
OR
1.0' MIN
1.5' MIN
ALUMINUM SQUARE OR CIRCULAR SKIMMER
±3.0'
1.0' MIN
4.0' MIN
DRAINAGE WELL CASING
TOP OF BERM
TREATMENT OPTION "E"
CITY OF OCALA
MARION COUNTY, FLORIDA
DRAINAGE WELL
PLATE 5
Andreyev Engineering, Inc.
APPROXIMATE SCALE: N.T.S.
DATE: 5/5/04
PN: VGCW-03-027
ENGINEER: NEA
DRAWN BY: TA



LEGEND:

- LOCATION OF DRAINAGE WELL
- DIRECTION OF STORMWATER FLOW THROUGH DRAINAGE PIPE
- STORMWATER PIPE

Andreyev Engineering, Inc.			DRAINAGE WELL DETAIL MAP CITY OF OCALA
SCALE: 1"=120'	DATE: 02/13/04	ENGINEER: SL	DRAINAGE WELL SE-53
	PN: VGGW-03-027	DRAWN BY: DS	TAYLOR POND DW

Andreyev Engineering, Inc.

DRAINAGE WELL FIELD INVESTIGATION REPORT

Client Name: City of Ocala, Engineering Department

Client Address: 405 S.E. Osceola Avenue, Ocala FL 34471

Drainage Well ID: **SE-53 (Taylor Pond Drainage Well)**

Drainage Well Location: 300 S. E. 11th Avenue

Drainage Well Type: WRA overflow-in manhole located at WRA/pond edge

Drainage Well Treatment Type: Settling Pond, with vertical boulder size rock walls. No liner material or oil skimmer identified/ found.

Drainage Well Functioning: Yes

Drainage Flow Characteristics: Stormwater from Drainage Basin No. 76 discharges to this man-made WRA/pond, where stormwater rises 1.65 feet and discharges into a horizontal pipe connected to the DW manhole structure. Stormwater that enters the DW manhole structure discharges directly into DW SE-53 casing.

AQUIFER TERMINATED: Surficial Aquifer– Avon Park Limestone

/ BORE HOLE DIAMETER: 8 -INCHES TOTAL DW DEPTH: 137.0 -FEET (BTOC) 146.6 -FEET (BTOM)

CASING TYPE: SS (assumed) INNER OUTTER CASING DIAMETER: 8 INCHES CASING LENGTH: UK FEET

DW TOC: 9.6 FEET (BTOM) STATIC WATER LEVEL: 90.08 FEET (BTOM), 80.48 FEET (BTOC)

W HIGH WATER MARK: N/A FEET (BTOC) , N/A FEET (ABOVE TOC) N/A -FEET(BTOM)

INLET SW FLOW ENTRY: 8.25 FEET (BTOM) , 1.35 FEET (ABOVE TOC)

POND OUTFALL LOCATION: 1.7 FEET (ABOVE POND BOTTOM) MAXIMUM POND DEPTH: 3.0 FEET(ABOVE POND BOTTOM)

POND AREA AT BASE: 60,718 FT^2 (THIS WRA HAS VERTICLE SIDE WALLS)

MAXIMUM POND AREA: 60,718 FT^2 MAXIMUM POND STORAGE VOLUME: 182,154 FT^3 (4.2 Ac-Ft)

POND AREA AT OUTFALLLOCATION: 60,718 FT^2 POND VOLUME AT OUTFALL ELEVATION: 100,184 FT^3 (2.3 Ac-Ft)

ASSOCIATED DRAINAGE BASIN ID No.: 76

ASSOCIATED DRAINAGE BASIN AREA: 1,999,345 FT^2 (45.90 ACRES)

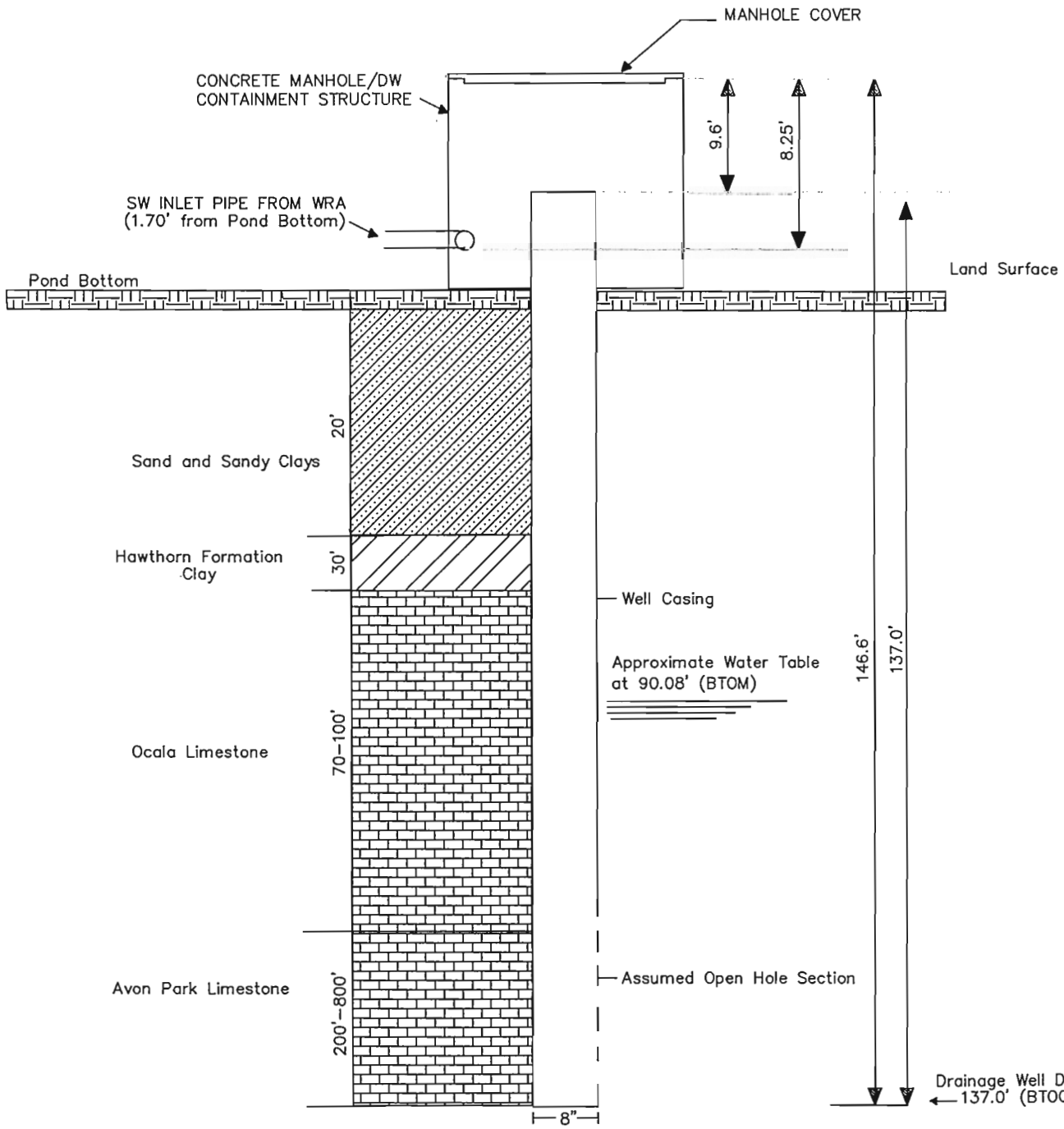
DRAINAGE BASIN VOLUME WITH 0.5 INCHES OF STORMWATER STORAGE: 1.92 Ac-Ft

REMARKS: This man made retention pond and outfalls thru a horizontal pipe into DW manhole structure, located at pond edge. No oil skimmer was found on WRA outfall or DW manhole structure.

FIELD DATA COLLECTED BY: Brad Reddick DATE DATA COLLECTED: 12-1-03 and 2-5-04

TOC = Top of Casing BTOC = Below Top of Casing BTOM = Below Top of Manhole DW = Drainage Well SW = Stormwater
ALS = Above Land Surface WRA = Water Retention Area

NOTES: See AS-BUILT DW CONSTRUCTION DIAGRAM AND LITHOLOGIC LOG AND DW LOCATION MAP.
GEOLOGY INTERPOLATED FROM WATER WELL LOGS IN THE REGION.



NOTE: Geology interpolated from well logs in the region

KEY

(BTOC) = Below Top of Casing
DW = Drainage Well
SW = Stormwater
(BTOM) = Below Top of Manhole
WRA = Water Retention Area

Andreyev Engineering, Inc.

SCALE:	DATE: 1/28/04	ENGINEER: DJR
N.T.S.	PN: VGGW-03-027	DRAWN BY: KW

DRAINAGE WELL INVESTIGATION
CITY OF OCALA
DRAINAGE WELL #SE-53
MARION COUNTY, FLORIDA

DRAINAGE WELL DETAIL

FIGURE 24

DRAINAGE WELL FIELD INVESTIGATION

PHOTODOCUMENTATION LOGS

Andreyev Engineering, Inc.

DRAINAGE WELL FIELD INVESTIGATION REPORT
PHOTODOCUMENTATION LOGS

Drainage Well ID: SE-53

REMARKS: Photo 1 of 3. View of drainage well manhole and WRA. Photo shot facing east.

PHOTO TAKEN BY: Brad Reddick **DATE PHOTO TAKEN:** 12-1-2003



Andreyev Engineering, Inc.

DRAINAGE WELL FIELD INVESTIGATION REPORT
PHOTODOCUMENTATION LOGS

Drainage Well ID: SE-53

REMARKS: Photo 2 of 3. View of drainage well manhole and WRA. Photo shot facing northeast.

PHOTO TAKEN BY: Brad Reddick **DATE PHOTO TAKEN:** 12-1-2003



Andreyev Engineering, Inc.

DRAINAGE WELL FIELD INVESTIGATION REPORT
PHOTODOCUMENTATION LOGS

Drainage Well ID: SE-53

REMARKS: Photo 3 of 3. View of WRA overflow (inlet pipe) and WRA. Photo shot facing southeast.

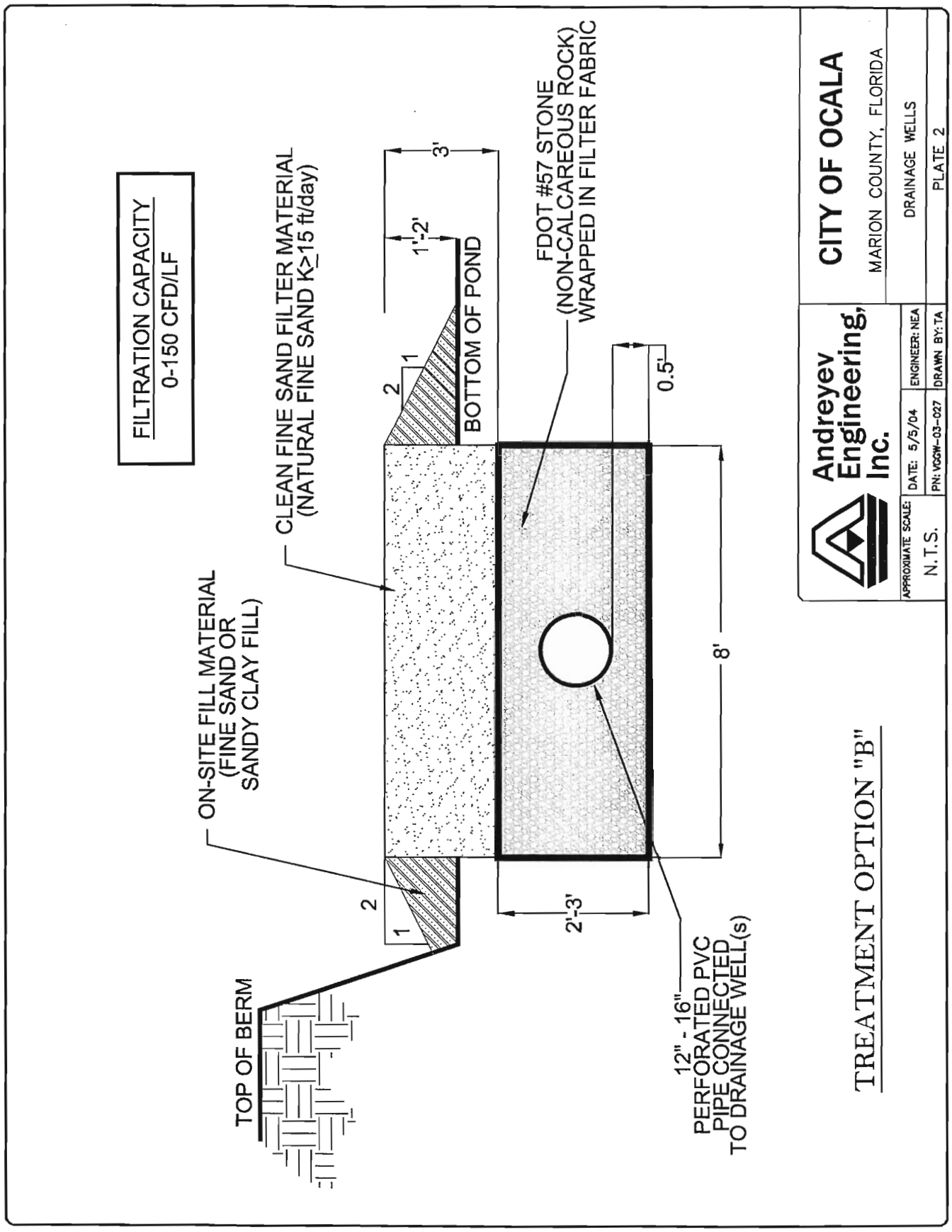
PHOTO TAKEN BY: Brad Reddick **DATE PHOTO TAKEN:** 12-1-2003

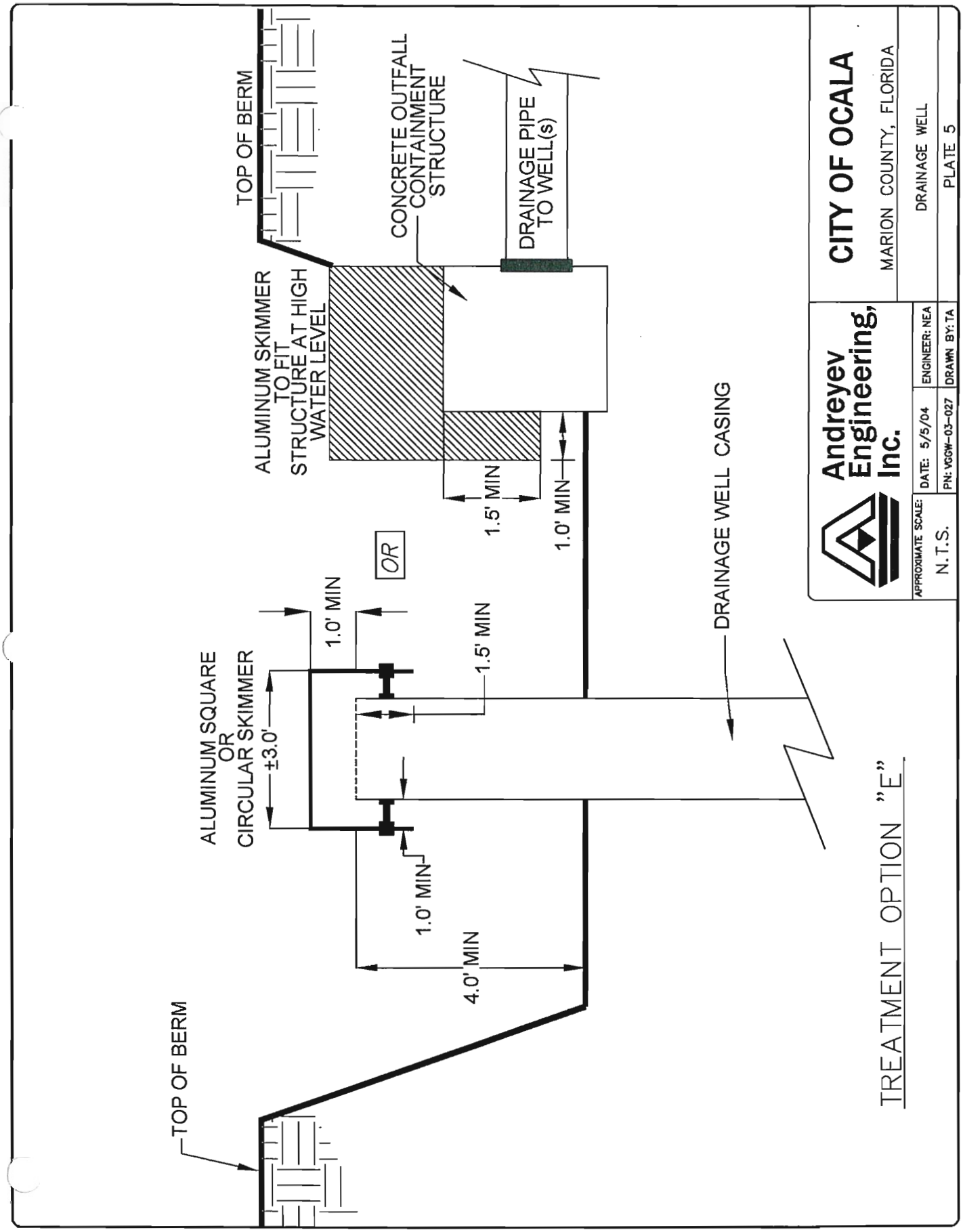


DRAINAGE WELL

RECOMMENDED PRELIMINARY DESIGN

TREATMENT OPTION SCHEMATIC(S)


FILTRATION CAPACITY
0-150 CFD/LF
CLEAN FINE SAND FILTER MATERIAL
(NATURAL FINE SAND K≥15 ft/day)
FDOT #57 STONE
(NON-CALCAREOUS ROCK)
WRAPPED IN FILTER FABRIC
ON-SITE FILL MATERIAL
(FINE SAND OR
SANDY CLAY FILL)
TOP OF BERM
BOTTOM OF POND
3'
1'-2'
0.5'
8'
2'-3'
2
1
12" - 16"
PERFORATED PVC
PIPE CONNECTED
TO DRAINAGE WELL(s)
TREATMENT OPTION "B"
CITY OF OCALA
MARION COUNTY, FLORIDA
DRAINAGE WELLS
PLATE 2
Andreyev Engineering, Inc.
APPROXIMATE SCALE: N.T.S.
DATE: 5/5/04
PN: VOGW-03-027
ENGINEER: NEA
DRAWN BY: TA


TOP OF BERM
CONCRETE OUTFALL CONTAINMENT STRUCTURE
DRAINAGE PIPE TO WELL(s)
ALUMINUM SKIMMER TO FIT STRUCTURE AT HIGH WATER LEVEL
1.5' MIN
1.0' MIN
OR
1.0' MIN
1.5' MIN
ALUMINUM SQUARE OR CIRCULAR SKIMMER ±3.0'
DRAINAGE WELL CASING
1.0' MIN
4.0' MIN
TOP OF BERM
TREATMENT OPTION "E"
Andreyev Engineering, Inc.
CITY OF OCALA
MARION COUNTY, FLORIDA
DRAINAGE WELL
PLATE 5
APPROXIMATE SCALE: N.T.S.
DATE: 5/5/04
PN: VGW-03-027
ENGINEER: NEA
DRAWN BY: TA

All references below to "AGENCY" refer to the City of Ocala.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

FLOW DOWN. The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

No Federal Government Obligation to Third Parties. The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FEDERAL GRANTING AGENCY. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31

FLOW DOWN. The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and federal regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FEDERAL GRANTING AGENCY assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FEDERAL GRANTING AGENCY under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FEDERAL GRANTING AGENCY. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633

FLOW DOWN. The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Access to Records and Reports.

A. **Record Retention**. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

B. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

C. **Access to Records.** The Contractor agrees to provide sufficient access to FEDERAL GRANTING AGENCY and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

D. **Access to the Sites of Performance.** The Contractor agrees to permit FEDERAL GRANTING AGENCY and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

49 CFR Part 18

FLOW DOWN. The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes. Contractor shall at all times comply with all applicable FEDERAL GRANTING AGENCY regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FEDERAL GRANTING AGENCY, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION

2 C.F.R. § 200.339; 2 C.F.R. part 200, Appendix II (B)

FLOW DOWN. For all contracts in excess of $10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Termination for Convenience (General Provision). The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid

the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Convenience or Default (Cost-Type Contracts). The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Termination for Default [Breach or Cause] (General Provision). If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Termination for Default (Supplies and Service). If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Waiver of Remedies for any Breach. In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Opportunity to Cure (General Provision). The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

CIVIL RIGHTS LAWS AND REGULATIONS

FLOW DOWN. The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights and Equal Opportunity. The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FEDERAL GRANTING AGENCY to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FEDERAL GRANTING AGENCY may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL GRANTING AGENCY may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," and 45 C.F.R. part 90, the Contractor agrees to refrain from

discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL GRANTING AGENCY may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, and 42 U.S.C. § 4151 et seq., the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL GRANTING AGENCY may issue.

(Applies to $25,000+)

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689

FLOW DOWN. Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Contractor shall comply and facilitate compliance with federal regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FEDERAL GRANTING AGENCY official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

A. Debarred from participation in any federally assisted Award;
B. Suspended from participation in any federally assisted Award;
C. Proposed for debarment from participation in any federally assisted Award;
D. Declared ineligible to participate in any federally assisted Award;
E. Voluntarily excluded from participation in any federally assisted Award; or
F. Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(Applies to $250,000+)

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326; 2 C.F.R. part 200, Appendix II (A)

FLOW DOWN. The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Rights and Remedies of the AGENCY. The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include the occurrence of any one or more of the following events:

1. Contractor fails to timely and/or properly perform any of the services set forth in the specifications of the Agreement; or
2. Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

Rights and Remedies of Contractor. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies. Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein.

The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes. The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute. Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

(Applies to $100,000+)

LOBBYING RESTRICTIONS

31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20

FLOW DOWN. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352(b)(5).

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Juan C. Cepeda / Vice President — Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

2/11/22 — Date

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q; 33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)

FLOW DOWN. The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

The Contractor agrees:

1) It will not use any violating facilities;
2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3) It will report violations of use of prohibited facilities to FEDERAL GRANTING AGENCY; and
4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Bidder agrees to comply with all applicable grant terms contained herein. Compliance and acceptance of these grant terms is a condition of the solicitation. Bidders must return a complete and executed **Exhibit E – Grant Clauses** with their submittal.

Company Name: A.C Schultes of Florida, Inc. dba Rowe Drilling

Date 2/11/22

X _____

Signer Name Juan C. Cepeda

Signer Title Vice President

CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 12/03/19

Subject: FDEP Grant Agreement Number LPA0066

Submitted By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 14035) grant agreement No. LPA0066 with the Florida Department of Environmental Protection for the nutrient reduction project with a filtration system at three individual locations in the amount of $600,000

OCALA'S RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND:
The City applied for a grant through Florida Department of Environmental Protection (FDEP) to reduce pollutants in surface water. The grant awarded will install a combination of accepted and innovative best management practices (BMPs) to meet the nutrient reduction requirement of the Silver Springs, Silver Springs Group and Upper Silver River Basin Management Action Plan (BMAP). This includes the installation of three SkimBoss™ Filtration Systems using Bold & Gold™ Media on the outfalls into four drainage wells for the reduction of nutrient loading to the Floridan Aquifer.

This grant addresses the installation of Suntree SkimBoss filtration systems using Bold & Gold™ Media at three individual recharge wells north and south of US 27 in the North Magnolia Business District and one SkimBoss™ Filtration Systems using Bold & Gold™ Media at Caldwells Pond on SE 11th Ave.

FINDINGS AND CONCLUSIONS:
The project is necessary to help Ocala meet the nutrient reduction requirement of the BMAP and to restore drainage capacity in drainage retention areas. Therefore, staff recommends approval.

FISCAL IMPACT:
The total estimated cost of the project is $600,000. Florida Department of Environmental Protection agrees to provide the City an amount not to exceed $600,000. The City has no match requirement.

Funds will be appropriated into account number 158-050-371-538-69-65010.

PROCUREMENT REVIEW: This agreement has been reviewed and approved in compliance with the City's procurement policies.

LEGAL REVIEW: The agreement has been reviewed and approved as to form and legality by the Assistant City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
Approve
Deny
Table

SUPPORT MATERIALS:
2019-9.27 Agreement Doc for sign (PDF)

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **Drainage Well Abandonment - LPA0066**

ProRFx ID: RFQ01202200000010
Solicitation No: RFQ# CIP/220053
ProRFX Type: RFQ: Services
Bids: 1

Buyers Name: Eileen Marquez
Buyer Email: emarquez@ocalafl.org
Buyer Phone: 352-629-8362
Notifications Sent: 31

2/17/22 **Notice of Intent to Award** to **A.C. Schultes of Florida, Inc.**

Bidder Name	Office Location	Lump Sum Amount
A.C. Schultes of Florida, Inc.	Gibsonton, FL	**$ 61,500.00**

File #: 2022-0412 Agenda Item #: 9c.

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola
Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve CRA Agenda Item to reappoint Summer Gill to the Downtown Ocala Redevelopment Advisory Committee

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence.

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Community Redevelopment Area (CRA) Agency and City Council adopted resolutions on April 18, 2017 to establish the Downtown Ocala Redevelopment Advisory Committee and seven members were appointed. At this time, staff is proposing that the CRA Agency and City Council reappoint Summer Gill for a new term expiring on March 1, 2026.

FINDINGS AND CONCLUSIONS:
Members of the Downtown Ocala Redevelopment Advisory Committee are downtown property owners and representatives of Downtown Ocala organizations. Downtown Ocala Redevelopment Advisory Committee members shall serve four-year terms and may be reappointed.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
- Approve

- Approve with changes
- Deny
- Table

CITY OF OCALA
DOWNTOWN OCALA CRA ADVISORY COMMITTEE APPLICATION

1. Name: Summer Gill Home Phone: (352) 875-8972
2. Home Address: 820 SE 2 ST
3. City, State, Zip Code: Ocala, FL 34471
4. Business: Therapist, Pediatric Behavioral Health associates, Inc Business Phone: same
5. E-mail address: summer.rae.gill@gmail.com
6. Cell Phone: same as home
7. Business Address: n/a Occupation: therapist
8. Are you a resident of Marion County — Yes ✓ No
9. Do you reside within the City? — Yes ✓ No
10. Do you own a business within the City? — Yes No ✓
11. Are you a registered City voter? — Yes ✓ No
12. Do you hold a public office? — Yes No ✓
13. Are you employed by the City? — Yes No ✓
14. At the present time, do you serve on a Board, Commission, Organization or Committee? — Yes ✓ No
15. Name of Board, Commission, Organization or Committee Ocala 2035, CRA Downtown

Signature

2/28/22
Date

RECEIVED
FEB 28 2022
BY: CM

Staff Only:

Date of Application:

Approval Date by City Council:

File #: 2022-0413 Agenda Item #: 9d.

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola
Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve CRA Agenda Item to reappoint Karl Kunz to the East Ocala Redevelopment Advisory Committee.

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence.

PROOF OF PUBLICATION:
Click or tap here to enter text.

BACKGROUND:
The Community Redevelopment Area (CRA) Agency and City Council adopted resolutions on February 7, 2017 to establish the East Ocala Redevelopment Advisory Committee and nine members were appointed. At this time, staff is proposing that the CRA Agency and City Council reappoint Karl Kunz to new term expiring on March 1, 2026.

FINDINGS AND CONCLUSIONS:
Members of the East Ocala Redevelopment Advisory Committee are East Ocala property owners and representatives of East Ocala organizations. East Ocala Redevelopment Advisory Committee members shall serve four-year terms and may be reappointed.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
- Approve

- Approve with changes
- Deny
- Table

CITY OF OCALA
EAST OCALA CRA ADVISORY COMMITTEE APPLICATION

1. Name: Karl Kunz Home Phone: 352-299-6328
2. Home Address: 796 S.E. 171st Court Road
3. City, State, Zip Code: S. Wds Springs, FL 34488
4. Business: Renasant Bank Business Phone: 352 867 2251
5. E-mail address: Karl.Kunz@renasant.com
6. Cell Phone: 352-299-6328
7. Business Address: 1409 E. S. Wds Springs Blvd, Ocala FL 34471 Occupation: Commercial Relationship Officer

8.	Are you a resident of Marion County	Yes ✓	No
9.	Do you reside within the City?	Yes	No ✓
10.	Do you own a business within the City?	Yes	No ✓
11.	Are you a registered City voter?	Yes	No ✓
12.	Do you hold a public office?	Yes	No ✓
13.	Are you employed by the City?	Yes	No ✓
14.	At the present time, do you serve on a Board, Commission, Organization or Committee?	Yes ✓	No

15. Name of Board, Commission, Organization or Committee East Ocala CRA

Signature

2/2/2022
Date

RECEIVED
FEB 14 2022
BY:

Staff Only:

Date of Application:

Approval Date by City Council:

Updated 4/14/21

File #: 2022-0414 Agenda Item #: 9e.

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola
Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve CRA Agenda Item to reappoint Carolyn Adams to the West Ocala Redevelopment Advisory Committee.

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence.

PROOF OF PUBLICATION:
Click or tap here to enter text.

BACKGROUND:
The Community Redevelopment Area (CRA) Agency and City Council adopted resolutions on November 1, 2016 establishing the West Ocala Redevelopment Advisory Committee and nine members were appointed. Staff is proposing that the CRA Agency and City Council reappoint Carolyn Adams to a term expiring on March 1, 2026.

FINDINGS AND CONCLUSIONS:
Members of the West Ocala Redevelopment Advisory Committee are a part of other organizations and are citizens in West Ocala. West Ocala Redevelopment Advisory Committee members shall serve four-year terms and may be reappointed.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve
- Approve with changes
- Deny
- Table

CITY OF OCALA
WEST OCALA CRA ADVISORY COMMITTEE APPLICATION

1. Name: Carolyn Adams Home Phone: 954-562-2617
2. Home Address: 10423 S.W. 45th Ave.
3. City, State, Zip Code: Ocala, FLA 34476
4. Business: Estella Byrd Whitman Wellness Business Phone: 352-875-2226
5. E-mail address: ebwwcrc@gmail.com
6. Cell Phone: 954-562-2617
7. Business Address: 819 N.W. 7th Street Occupation: Nurse
8. Are you a resident of Marion County — Yes ✓ No ____
9. Do you reside within the City? — Yes ____ No ✓
10. Do you own a business within the City? — Yes ✓ No ____
11. Are you a registered City voter? — Yes ____ No ✓
12. Do you hold a public office? — Yes ____ No ✓
13. Are you employed by the City? — Yes ____ No ✓
14. At the present time, do you serve on a Board, Commission, Organization or Committee? — Yes ✓ No ____
15. Name of Board, Commission, Organization or Committee CRC and Brownfield

Carolyn Adams
Signature

2-2-2022
Date

RECEIVED
FEB - 3 2022
BY:

Staff Only:

Date of Application:

Approval Date by City Council:

Updated 4/14/21

File #: 2022-0415 Agenda Item #: 9f.

Submitted By: James Haynes

Presentation By: James Haynes

Department: Community Development Services

STAFF RECOMMENDATION (Motion Ready):
Approve amendment to the City's Purchase Assistance Policy

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence.

PROOF OF PUBLICATION:
NA

BACKGROUND:
The City of Ocala, as an entitlement community, receives State Housing Initiatives Partnership (SHIP) funding from the State of Florida. As part of the Marion County Consortium, the City receives an annual allotment of Home Investment Partnerships Program (HOME) funding from the Department of Housing and Urban Development (HUD). With these funding sources, the City through its Community Programs Division provides homeowner rehabilitation, home reconstruction, rental assistance, and purchase assistance to low-to-moderate income residents of the City of Ocala.

FINDINGS AND CONCLUSIONS:
In reviewing the division's policies, procedures, and practices, it was determined that the Purchase Assistance Policy was not consistent with current practices nor conducive for future programming. Changes have been submitted to bring the document in line with current practices and future state and federal housing plans.

FISCAL IMPACT:
NA

PROCUREMENT REVIEW:
NA

LEGAL REVIEW:
NA

ALTERNATIVE:
Council may accept staff's recommendation or provide further direction.

PURCHASE ASSISTANCE PROGRAM POLICY GUIDELINES

I. Program Description:

The City of Ocala's Purchase Assistance Program provides loans to low-to moderate-income first-time homebuyers by paying a portion of the down payment and closing costs associated with the purchase of a home. The funds must be used to purchase an existing single family residence or condominium or to construct a new site built home.

The HOME program requires a 25% local match for any HOME funds drawn. The State of Florida has the State Housing Initiative Partnership (SHIP) Program that local entitlement counties and cities are able to use as match for HOME. The City of Ocala has designated SHIP as their local match for HOME. HOME "look-alike" activities will be banked as match. SHIP Mortgage Loan Agreements provide for the recapture of funds. Recaptured funds will be designated as HOME Funds for future expenditures.

II. Eligible Applicants

To be eligible to receive funding, the applicant must meet the following conditions:

1. The total household income for all residents that will reside in the home must be equal to or less than 120% of median income for the City of Ocala for SHIP assistance and equal to or less than 80% of median income for HOME assistance as determined by the Department of Housing and Urban Development (HUD), adjusted by household size.

2. Applicants must be income qualified by the City of Ocala Community Programs Division and attend a homeowner preparation class.

3. Applicant must be a citizen of the United States of America or a permanent resident alien.

4. The applicant cannot have owned a home within the last three years. Exceptions will be made under the following conditions:
    a. The applicant is a single parent who was divorced during the past three years and has children under the age of 18 who will live in the home.
    b. The applicant is a victim of documented domestic abuse.
    c. The applicant is being displaced as a result of the governmental purchase of their primary residence.
    d. The applicant owns a mobile or manufactured home and wishes to replace it with a site built home.

5. The applicant must contribute funds at closing for prepaids, taxes and insurance and any accrued interest and application fees.

III. Program Requirements

All program funds must be used to assist eligible homebuyers purchase a primary residence in the City of Ocala.

IV. Uses of Program Funds

Funds may be used for the following eligible uses:

1. The down payment for a mortgage loan to acquire a single-family residence or condominium.
2. Closing costs.
3. Funds to reduce the amount of the applicant's first mortgage obtained in conjunction with this program to make the home affordable.

V. Eligible Properties

All homes purchased using Purchase Assistance Program funds must meet the following requirements:

1. The home must be located in the Ocala City Limits.
2. The home must be in *Standard Condition or better.*
3. The sales price/value of the home may not exceed the maximum sales value as permitted under the SHIP or HOME Program guidelines, depending upon the funding source.
4. The home may not be a mobile or manufactured home when HOME funds are used.
5. The home being purchased must meet Section 8 Housing Quality Standards at the time of closing and certified as so by a City of Ocala Community Programs inspection.

VI. Maximum Assistance

The difference between the loan amount and the amount used for closing costs and prepaid expenses will be used to provide the necessary down payment needed to qualify for the mortgage to purchase the eligible home. Any balance will be used to reduce the amount of the first mortgage.

VII. Terms and Conditions

The program assistance will be in the form of a second mortgage. The interest rate will be 0% with repayments deferred until the home is transferred or until the affordability period has expired, or until the house is no longer occupied as the primary residence of the applicant.

The first mortgage must be held by a mortgage lender (owner financing is not eligible under this program). The first mortgage must be a fixed rate loan not to exceed ¾ % over the FNMA or FHLMC 60-day delivery rate as of lock-in date. Balloon and negatively amortized first mortgages are not eligible.

VIII. Application Process

Applications are accepted when funds are available and following public advertising on a first come, first qualified basis until all funds are expended. The homebuyer may apply directly with the Community Programs Division office. All applications and required documentation must be submitted to the Community Programs Division.

IX. Closing Process

When all conditions have been met, the Community Programs Division office will coordinate a reasonable closing date and time with the first mortgage lender and the closing agent. A proposed HUD-1 closing statement must be submitted for review to determine the proper allocation of funds. The Community Programs Division office will prepare the second mortgage documents and send them to the closing agent along with the Purchase Assistance Program check.

File #: 2022-0416 Agenda Item #: 9g.

Submitted By: Aubrey Hale

Presentation By: Peter Lee

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve the First Amendment to City Redevelopment Agreement for Brewery in Midtown, LLC at 235 NE Watula Avenue

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The original developer's agreement outlines the redevelopment of the former City Fire Station #1 to be re-purposed to brewery and restaurant operation which may include a distillery at a later date. An amendment was needed to adjust timelines, provide a temporary non-exclusive parking easement and closing requirements for the property.

FINDINGS AND CONCLUSIONS:
The developer has progressed with development of plans and has satisfactorily met the financial requirements and Conceptual Design Plan required in the original agreement. The amendment will permit the closing of the property by adjusting timelines, providing a temporary non-exclusive parking easement agreement, and a performance bond.

FISCAL IMPACT:
City utility and infrastructure improvements will be coordinated with the developer in the most cost-effective manner for all parties. Once conveyed to a private developer, this property will become active on the County's tax role. The property is the site of the former City Fire Station #1 and is currently tax-exempt. Brewery in Midtown, LLC is a for profit organization, and, therefore, will pay any related real property or personal tangible property taxes which will benefit this East Ocala CRA project.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
This agreement has been approved for form and legality by Assistant City Attorney W. James Gooding, III.

ALTERNATIVE:
Approve

Deny

Table

SUPPORT MATERIALS:

LEXINGTON NATIONAL INSURANCE CORPORATION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: BOND NUMBER: _____
That

Brewery in Midtown, LLC, a Florida limited liability company,
(Name and address of Principal)

as Principal (hereinafter the "Principal") and Lexington National Insurance Corporation a corporation organized and existing under the laws of the State of Florida as an authorized Surety (hereinafter the "Surety"), whose address is P.O. Box 6098, Lutherville, Maryland 21094, are held and firmly bound unto:

City of Ocala, a Florida municipal corporation; Attn: City Manager, 110 SE Watula Avenue, Ocala, FL 34471
(Name and address of Owner)

as Obligee (hereinafter the "Obligee"), in the sum of: Three Hundred Sixty Thousand and 00/100 DOLLARS ($ 360,000.00) (hereinafter the "Penal Sum") for the payment whereof the Principal and Surety bind themselves and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain City Redevelopment Agreement for a Brewery in Midtown (the "Contract") with Obligee, effective the April 20, 2021, which Contract, including any amendments thereto, for development of the Project (as defined in the Contract) as required by paragraph 8.2 of the Contract.

The Contract is by reference made a part hereof, provided however that, in the event of any conflict or inconsistency between the terms, conditions or limitations of this Bond including but not limited to the Penal Sum and the terms of the Contract, then the terms, conditions and limitations of this Bond shall take precedence over the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the conditions set forth hereinbelow.

1. The Surety's obligations and undertakings hereunder shall arise only in the event that the Obligee is not itself in default or breach of any provision or provisions of the Contract.

2. If the Obligee is not in default or breach, and the Obligee contends that the Principal is in default under the Contract, the Surety's obligations hereunder shall arise only after:

2.1. The Obligee has notified the Surety and the Principal, in writing, by registered or certified mail, return receipt requested, describing with reasonable particularity the basis for the Obligee's contention that the Principal is in default, and requested a meeting to occur among representatives of the Obligee, the Principal and the Surety not later than fifteen days after the receipt of such notice, to discuss the matters raised in the notice and the further performance of the Contract; and

2.2. The Obligee has declared the Principal to be in default and formally terminated the Principal's right to complete the Contract. The Obligee shall not declare the Principal to be in default earlier than twenty days after the Surety and the Principal have received notice as provided in paragraph 2.1 above, and

2.3. The Obligee has agreed to cooperate with Surety in the investigation of the claim, including but not limited to, providing copies of all records requested by the Surety as well as complying with any other reasonable request of the Surety.

2.4. The Obligee has acknowledged the Surety's superior rights to complete the remaining work under Paragraph 3.

3. After the Obligee has satisfied the conditions of Paragraphs 2.1, 2.2, and 2.3, and 2.4 above, then the Surety, at its option and at its expense, shall take one of the following actions:

3.1. Arrange for the Principal or other contractor to perform the Contract as conditioned and limited by the terms of this Bond; or

3.2. After investigation, determine the amount of money, if any, required to complete the Contract and tender payment therefor to the Obligee; or

3.3. Deny liability in whole or in part.

4. The responsibilities of the Surety to the Obligee hereunder shall not in any event be greater than those of the Principal to the Obligee under the Contract. The responsibilities of the Obligee to the Surety shall not be greater than those of the Obligee under the Contract. Under any circumstances, the Surety's liability hereunder shall not exceed the Penal Sum of this Bond.

5. The Surety shall not be liable to the Obligee or others for any consequential damages or for any obligations of the Principal that are unrelated to the Contract. No right of action shall accrue on this Bond to any person or entity other than the Obligee.

6. Any proceeding, legal or equitable, under this Bond, must be instituted in a court of competent jurisdiction in the jurisdiction in which the Project or any part of it is located. Any proceeding, legal or equitable, must be instituted, if at all, within one year after the Principal first defaulted or was declared by the Obligee to be in default, or within one year after the Principal ceased work on the Project, or within one year after the Surety has refused to perform pursuant to this Bond, whichever first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitations available to sureties as a defense in the jurisdiction where any proceeding is instituted shall apply.

7. Notice to the Surety, the Obligee and/or the Principal shall be mailed or delivered to the addresses shown hereinabove.

8. If and when this Bond has been furnished to comply with any statutory or other legal requirement pertaining in any location where the Project is located, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom, and the minimum provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein.

9. Surety's rights as set forth herein are in addition to, and not in derogation of, those provided at common law and pursuant to industry custom and trade usage. Notwithstanding anything to the contrary in the initial contract the Surety expressly reserves all rights and defenses available to it or the Principal.

10. Notwithstanding any requirement that may exist in the Contract requiring arbitration, the Surety shall have the right to have any Surety defenses available to it tried before a state or federal court of appropriate jurisdiction.

IN WITNESS WHEREOF, the Principal and Surety have hereunto caused this Bond to be duly executed and acknowledged as set forth below this _____ day of _____, 20 _____.

ATTEST:

By: _____ (SEAL)
(Name) (Title)

ATTEST:

Lexington National Insurance Corporation

By: _____ (SEAL)
(Name) (Title)

P:\CITY\Revitalization Strategies\EIP\Fire Station\MPI-Fire Station\Misc\Bond\Performance Bond Form JG.docx

AGREEMENT CONCERNING TEMPORARY PARKING EASEMENT

THIS AGREEMENT CONCERNING TEMPORARY PARKING EASEMENT ("Parking Easement") is entered into effective _______, 2022 (the "Easement Effective Date") between:

- City of Ocala, a Florida municipal corporation ("City").
- Brewery in Midtown, LLC, a Florida limited liability company ("Developer").

WHEREAS:

A. City and Developer are parties to a *City Redevelopment Agreement for Brewery In Midtown* dated April 20, 2021, as amended (the "Redevelopment Agreement").

B. Pursuant to the Redevelopment Agreement, City agreed to provide an additional 25 parking spaces at a location to be determined by City and, until such parking spaces were provided, to grant to Developer a temporary parking easement.

C. City and Developer are entering into this Agreement pursuant to the Redevelopment Agreement to establish such temporary parking easement and the terms and conditions thereof.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Parking Easement**. City hereby grants, bargains, sells and assigns to Developer, its successors or assigns, a temporary nonexclusive easement (the "Parking Easement"), for the benefit of Developer, and of Developer's employees, agents, guests and other invitees (collectively, the "Permitted Users"), over and across the real property (the "Parking Easement Area") owned by City and described in the attached **Exhibit A**. The Parking Easement permits Developer and its Permitted Users to park in the parking lot in the Parking Easement Area. The Parking Easement shall be appurtenant to the real property owned by Developer and described in the attached **Exhibit B**.

2. **Maintenance**. Developer shall, at its own expense and risk, maintain and repair the Parking Easement Area, including the parking lot, and all improvements located therein in good repair and condition at all times.

3. **Duration of Parking Easement**. The Parking Easement is temporary and shall expire on the date that City completes construction of the additional parking spaces pursuant to paragraph 9.2.1.b(2) of the Redevelopment Agreement. At such time, City and Developer will enter into a recordable instrument acknowledging the termination of the Parking Easement.

4. **Non-Exclusive**. The Parking Easement is non-exclusive and may be utilized by City and members of the public for parking.

5. **Improvements**. Developer may not cause any improvements to be performed on the Parking Easement Area without the express written consent of City which may be withheld or conditioned by City in its sole discretion.

6. **Condition of Parking Easement Area**.

6.1. Developer's Acceptance of Parking Area. DEVELOPER ACCEPTS THE PARKING EASEMENT AREA IN THE CONDITION IT IS IN ON THE DATE OF THIS AGREEMENT "AS IS," AND WITH NO REPRESENTATIONS, WARRANTIES OF ANY KIND.

6.2. Damage to the Parking Easement. On the City's demand, Developer shall pay for all damages to the Parking Easement Area that are caused by the act or neglect of Developer or its Permitted Users.

6.3. City Not Responsible.

6.3.1. Developer acknowledges that the vehicles driven and parked within the Parking Easement Area are entirely at the risk of Developer and its Permitted Users.

6.3.2. City shall not be liable for any damage to property of Developer, or its Permitted Users, or of others located in or about the Parking Easement Area nor for the loss of or damage to any property of Developer or its Permitted Users, or of others by theft or misappropriation or otherwise. City shall not be liable for any such damage caused by occupants of adjacent property or by the public.

7. **Insurance, Indemnity**.

7.1. General Liability Insurance. Developer shall maintain during the duration of the Parking Easement, such general liability insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the Parking Easement or Developer's use of the Parking Easement, with combined single limits of not less than $1,000,000 per occurrence and with a $2,000,000 aggregate. The "City of Ocala" shall be named as an Additional Insured.

7.2. Deductibles. Developer's self-insured retentions other than normal policy deductibles shall be disclosed to City and may be disapproved by the latter. They shall be reduced or eliminated at the option of City upon recommendation of City's Risk Management Department. Developer is responsible for the amount of any deductible or self-insured retention.

7.3. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Developer. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Developer's interests or liabilities, but are merely the minimums. No insurance is provided by City under this Agreement to cover Developer or its contractors or sub-contractors.

7.4. Duplicate Insurance. Insurance required of Developer or any other insurance of Developer which covers City shall be considered primary, and insurance or self-insurance of City shall be considered excess, as may be applicable to claims against City which arise out of this Agreement.

7.5. Certificates. Developer shall provide a Certificate of Insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best rating of at least A, which provide for at least 30 days' notice of cancellation to be given to City.

7.6. City May Change Limits. City reserves the right to increase or decrease, or expand or narrow, the minimum limits or amounts of insurance requirements set forth above whenever the liability of City under Florida law (including the Florida Tort Claims Act) increases or City's areas of liability or risk are expanded.

7.7. Failure to Provide Insurance. In the event that Developer shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Developer under this Agreement, City may procure same from such insurance carriers as City may deem proper, irrespective that a lesser premium for such insurance coverage may have been obtained from another insurance carrier, and Developer shall pay as additional rent, upon demand of City, any and all premiums, costs, charges and expenses incurred or expended by City in obtaining such insurance. Notwithstanding the foregoing sentence, in the event City shall procure insurance coverage required of Developer hereunder, City shall in no manner be liable to Developer for any insufficiency or failure of coverage with regard to such insurance or any loss to Developer occasioned thereby, and additionally, the procurement of such insurance by City shall not relieve Developer of its obligations under this Agreement to maintain insurance coverage in the types and amounts herein specified, and Developer shall nevertheless hold City harmless from any loss or damage incurred or suffered by City from Developer's failure to maintain such insurance.

7.8. Own Insurance. Developer shall be responsible for carrying such insurance as Developer may desire to protect Developer's, or its Employees', equipment, contents, personal property and other property on the Parking Easement.

8. **Liens on the Parking Easement**. Developer shall not subject the City's interest or estate to any liability under any construction or other lien law. No provisions of this Agreement may be construed as to imply that the City has consented to Developer incurring such a lien.

9. **Default by Developer**.

9.1. Events of Default. Upon the happening of one or more of the events set forth below (any of which is referred to hereinafter as an "Event of Default"), City shall have any and all rights and remedies hereinafter set forth:

9.1.1. If Developer violates any other term, condition or covenant herein on the part of Developer to be performed and such failure continues for thirty (30) days after City provides Developer with written notice of such failure; provided, however, if the default is one which cannot be cured within such

time period, Developer will have such additional time as may be required so long as Developer diligently pursues the remedy. Notwithstanding the foregoing:

a. If Developer has previously defaulted under a term, condition or covenant of this Agreement and is provided with notice of and an opportunity to clear such breach, any subsequent breach of the same term, condition, or covenant within twelve (12) consecutive months following the previous default shall constitute a breach of this Agreement without further notice or opportunity to cure; or

b. If the failure consists of a failure to provide insurance, only five (5) days' notice and opportunity to cure need be provided.

9.2. City's Remedies. If any Event of Default occurs, City shall have the right, at the option of City, to terminate the Parking Easement by providing written notice of such termination to Developer, in addition to all other remedies available at law or in equity.

9.3. City May Cure Developer's Defaults. If Developer shall default in the performing of any covenant or condition of this Agreement, City may, at its sole discretion, perform the same for the account of Developer and Developer shall reimburse City for any expense incurred therefore together with interest thereon at the highest legal rate. This provision imposes no duty on City nor waives any right of City otherwise provided in this Agreement.

10. **Default by City**.

10.1. City's Default. City will be deemed in default of this Agreement if City fails to perform or observe any agreement or condition of this Agreement on its part to be performed or observed and if such failure continues for thirty (30) days after Developer provides City with written notice of such failure. If the default is one that cannot be cured within thirty (30) days, City will have such additional time as may be required so long as City diligently pursues the remedy.

10.2. Remedies upon City's Default. If City defaults in the performance of any of the obligations or conditions required to be performed by City under this Agreement, Developer may, as its sole remedies, pursue a remedy of specific performance or terminate the Parking Easement by providing written notice thereof to City. Under no circumstances shall City be liable for ordinary, special or consequential damages (including lost profits) to Developer, such right being expressly waived.

11. **Destruction or Damage to the Parking Easement from Casualty**. If, at any time during the term of this Agreement, any improvements are destroyed or damaged in whole or in part by casualty or other cause, Developer shall: (a) promptly after the improvements are so destroyed or damaged cause the improvements to be repaired, replaced or rebuilt to substantially the condition as they existed immediately prior to the casualty event; or (b) terminate the Parking Easement whereupon City and Developer will execute a recordable instrument acknowledging such termination. Developer shall make its election within ten (10) days of a written request therefor by City, failing which Developer shall be deemed to have elected the option set forth in phrase (b) of the preceding sentence.

12. **Miscellaneous Provisions**.

12.1. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement, and no person other than the parties hereto have any rights hereunder.

12.2. Exclusive Venue. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.

12.3. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

12.4. Notices.

12.4.1. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to the address set forth at the address of a party as set forth below or to such other addresses as any party may designate by notice complying with the terms of this paragraph.

a. For City: City Manager, 110 SE Watula Avenue, Ocala, FL 34471; email: swilson@ocalafl.org.

1). With copy to: Aubrey Hale, City of Ocala, Chief Development Official 201 SE 3rd Street, 2nd Floor, Ocala, FL 34471; email: ahale@ocalafl.org.

b. For Developer: Mailing address: P.O. Box 1563, Ocala, FL 34471; Physical address: _____; email: Tom@InfiniteAleWorks.com.

12.4.2. Each such Communication shall be deemed delivered:

a. On the date of delivery if by personal delivery;

b. On the date of email transmission if by email (subject to paragraph 12.4.5); and

c. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

d. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

12.4.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

12.4.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

12.4.5. Concerning Communications sent by email:

a. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

b. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

c. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

d. The sender must print the email to establish that is was sent (though it need not do so at the time the email was sent); and

e. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

12.5. Governing Laws. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

12.6. Attorney's Fees. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

12.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

12.8. Severability Clause. Provisions contained in this Agreement that are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

12.9. Waiver. A failure to assert any rights or remedies available to a party under the terms of this Agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

12.10. Entire Understanding. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the Easement Effective Date set forth above.

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CITY

City of Ocala, a Florida municipal corporation

_____
Witness

_____
Ire Bethea, Sr., City Council President

_____
Print Witness Name

Date: _____

_____
Witness

_____
Print Witness Name

ATTEST:

_____
Angel B. Jacobs
City Clerk

Approved as to form and legality

_____
Robert W. Batsel, Jr.
City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2022, Ire Bethea, Sr., as President for the Ocala City Council.

_____
Notary Public, State of Florida
Name: _____
(Please print or type)

Commission Number:_____
Commission Expires: _____

Notary: Check one of the following:
___ Personally known OR
___ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____

DEVELOPER

Brewery in Midtown, LLC, a Florida limited liability company

By: _____
Thomas McDonald as Manager

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2022, Thomas McDonald, as Manager of Brewery in Midtown, LLC, a Florida limited liability company.

_____
Notary Public, State of Florida
Name: _____
(Please print or type)

Commission Number:_____
Commission Expires: _____

Notary: Check one of the following:
___ Personally known OR
___ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____

EXHIBIT A
PARKING EASEMENT AREA

Real Property with Marion County Tax Parcel ID No.: 2820-050-002 described as follows:

SEC 17 TWP 15 RGE 22
PLAT BOOK E PAGE 004
CALDWELLS ADD OCALA
COM AT THE SE COR OF LOT 50 TH N 00-29-06 E 40 FT TH N 89-33-16 W 17 FT TO THE POB TH CONT N 89-33-16 W 307.10 FT TH N 00-23-25 E 148.73 FT TH S 89-51-02 E 168.69 FT TH S 00-25-18 W 20.30 FT TH S 89-34-30 E 138.63 FT TH S 00-29-06 W 129.34 FT TO THE POB

EXHIBIT B
DEVELOPER PROPERTY

PARCEL 3

COMMENCE AT THE POINT OF INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF N.E. 2ND STREET (40.00 FEET WIDE) AND THE EAST RIGHT OF WAY LINE OF N.E. WATULA AVENUE (40.00 FEET WIDE) SAID POINT BEING 324.6 FEET, MORE OR LESS, WEST OF AND 40.0 FEET, MORE OR LESS, NORTH OF, THE SOUTHEAST CORNER OF LOT 50 OF CALDWELL'S ADDITION TO OCALA, AS RECORDED IN PLAT BOOK E, PAGE 4, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE RUN N.00°00'41"E. ALONG SAID EASTERLY RIGHT OF WAY LINE OF N.E. WATULA AVENUE, FOR A DISTANCE OF 148.73 FEET; THENCE RUN N.89°43'10"E. FOR A DISTANCE OF 52.16 FEET TO THE POINT OF BEGINNING; THENCE RUN N.00°13'16"W. FOR A DISTANCE OF 14.90 FEET; THENCE RUN N.89°36'44"E. FOR A DISTANCE OF 20.04 FEET; THENCE RUN N.00°05'14"E. FOR A DISTANCE OF 84.86 FEET; THENCE RUN N.89°41'10"E. FOR A DISTANCE OF 96.32 FEET; THENCE RUN S.00°00'33"W. FOR A DISTANCE OF 99.78 FEET; THENCE RUN S.89°41'10"W. FOR A DISTANCE OF 116.42 FEET TO THE POINT OF BEGINNING.

PARCEL 4

COMMENCING 40.00 FEET NORTH AND 272.50 FEET WEST OF THE SOUTHEAST CORNER OF LOT 50, OF CALDWELL'S ADDITION TO OCALA, THENCE NORTH 150.00 FEET TO THE POINT OF BEGINNING; THENCE WEST 52.00 FEET; THENCE NORTH 276.60 FEET; THENCE EAST 168.50 FEET; THENCE SOUTH 176.60 FEET; THENCE WEST 96.50 FEET; THENCE SOUTH 85.00 FEET; THENCE WEST 20.00 FEET; THENCE SOUTH TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PORTION THEREOF FOR ADDITIONAL RIGHT OF WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING 40.00 FEET NORTH AND 272.50 FEET WEST OF THE SOUTHEAST CORNER OF LOT 50, OF CALDWELL'S ADDITION TO OCALA, THENCE NORTH 150.00 FEET;; THENCE WEST 52.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.E. WATULA AVENUE (40 FEET WIDE), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH, ALONG SAID EAST RIGHT OF WAY LINE, 276.60 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF N.E. 3RD STREET (50 FEET WIDE); THENCE EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 168.50 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH, 8.00 FEET; THENCE WEST, PARALLEL WITH AND 8.00 FEET DISTANT FROM SAID SOUTH RIGHT OF WAY LINE, 146.00 FEET; THENCE S.45°00'00"W., 24.75 FEET TO A POINT 5.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO, THE AFORESAID EAST RIGHT OF WAY LINE OF N.E. WATULA AVENUE; THENCE SOUTH, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID EAST RIGHT OF WAY LINE, 251.10 FEET; THENCE WEST 5.00 FEET TO THE POINT OF BEGINNING.

FIRST AMENDMENT TO CITY REDEVELOPMENT AGREEMENT FOR BREWERY IN MIDTOWN

THIS FIRST AMENDMENT TO CITY REDEVELOPMENT AGREEMENT FOR BREWERY IN MIDTOWN is entered into on of March 15, 2022 (although it may be executed on different dates), between:

- City of Ocala, a Florida municipal corporation ("*City*").
- Brewery in Midtown, LLC, a Florida limited liability company ("*Developer*").

WHEREAS:

A. On or about April 20, 2021, City and Developer entered into a *City Redevelopment Agreement for Brewery In Midtown* (the "*Original Agreement*") pursuant to which City agreed to convey the Property[1] to Developer for the construction of the Project, and to provide the City Incentives.

B. City and Developer now desire to amend the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable considerations, and with the intention that they be legally bound by this Agreement, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable.

1. **Final Legal Description**.

1.1. As set forth in paragraph 1.1.40 of the Original Agreement, the final description of the Property was to be determined by the Survey to be prepared by City under paragraph 4.1 of the Original Agreement.

1.2. Such Survey has been prepared and approved by the parties.

1.3. Therefore, the Original Agreement is amended to provide that the final legal description of the Property is set forth in the attached **Exhibit A**.

2. **Adequate Assurance**.

2.1. As set forth in paragraph 1.1.1.c of the Original Agreement, the Adequate Assurance to be provided by Developer to City at Closing could consist of "adequate financial assurance… reasonably approved by City."

2.2. Developer has proposed to provide the Adequate Assurance in the form of a Performance Bond (the "*Performance Bond*"), a specimen copy of which is attached hereto as **Exhibit B**.

2.3. City hereby accepts the Performance Bond as Adequate Assurance under this Agreement.

[1] Terms capitalized herein and not otherwise defined herein are defined in the Original Agreement or elsewhere in this Amendment.

2.4. The Performance Bond may be revised prior to Closing provided that the revisions are not material and do not adversely affect City, as determined by the City Manager and City Attorney in their sole discretion.

2.5. As set forth in paragraph 7.4.4 of the Original Agreement, the Adequate Assurance is to be maintained by Developer until Completion of the Project, with Completion being described in paragraph 1.1.19 of the Original Agreement.

2.6. The definition of Completion set forth in paragraph 1.1.19 is amended to add the following sentence:

> Completion shall not be deemed to have occurred until Developer has provided City with documentation pursuant to paragraph 8.2.3.b.2) establishing that Developer's Actual Development Costs incurred in connection with the Project were equal to, or in excess of, the amount of $750,000.00, and City has accepted such documentation as establishing the foregoing.

2.7. Paragraph 12.3 of the Original Agreement is amended to add a new paragraph 12.3.4 to read:

> 12.3.4. Any other remedy reasonably necessary for City to recover on any Adequate Assurance including terminating Developer's right to complete the Project.

3. **Occurrence of Conditions**. City and Developer acknowledge and agree as to the following:

3.1. The CDP Contingency has occurred.

3.2. Developer has accepted the title to the Property.

3.3. Developer has accepted the Survey of the Property.

3.4. Council determination made under paragraph 11.2 of the Original Agreement.

4. **Temporary Parking Easement**.

4.1. Pursuant to paragraph 5.3 of the Original Agreement, City agreed to provide Developer a Temporary Parking Easement for the use of an additional twenty-five (25) parking spaces.

4.2. City and Developer have agreed upon the form of the Temporary Parking Easement as set forth in the attached **Exhibit C**. Such form may be revised prior to Closing provided that the revisions are not material and do not adversely affect City, as determined by the City Manager and City Attorney in their sole discretion.

5. **Post-Closing Restrictions**. The provisions of paragraphs 8.12 and 8.13 of the Original Agreement shall be included in the deed to be executed by City at Closing and shall be deemed to run with title to the Property.

6. **Closing Date**.

6.1. Under the Original Agreement, the Closing Date was February 20, 2022.

6.2. By notice dated February 17, 2022, Developer extended the Closing Date pursuant to paragraph 7.1.1 of the Original Agreement, such that the rescheduled Closing Date is March 21, 2022 (since March 20, 2022 is on a weekend).

6.3. The Original Agreement is further amended to extend the Closing Date to a date, prior to April 30, 2022, selected by Developer upon at least ten (10) days' prior written notice to City. As Developer has already exercised its right to extend the Closing Date, it may not further do so without the necessity of amending this Agreement.

7. **Effect on Original Agreement**. Except as expressly set forth herein, the Original Agreement is not amended or modified. All references herein or in the Original Agreement to "this Agreement," "the Agreement," or similar terms shall be deemed to refer to the Original Agreement as amended hereby.

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SIGNATURES START ON NEXT PAGE

IN WITNESS WHEREOF, each of the parties hereto set their hand and seal on this Agreement as of the day and year set forth immediately beneath their respective signatures.

CITY

ATTEST:

City of Ocala, a Florida municipal corporation

_____

Angel B. Jacobs
City Clerk

_____

Ire Bethea, Sr., City Council President

Approved as to form and legality

_____

W. James Gooding III
Assistant City Attorney

DEVELOPER

Brewery in Midtown, LLC, a Florida limited liability company

By: _____
Thomas McDonald as Manager

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

PARCEL 3

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PARCEL 4

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EXHIBIT B
PERFORMANCE BOND

See attached.

LEXINGTON NATIONAL INSURANCE CORPORATION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: BOND NUMBER: _____
That

Brewery in Midtown, LLC, a Florida limited liability company,
(Name and address of Principal)

as Principal (hereinafter the "Principal") and Lexington National Insurance Corporation a corporation organized and existing under the laws of the State of Florida as an authorized Surety (hereinafter the "Surety"), whose address is P.O. Box 6098, Lutherville, Maryland 21094, are held and firmly bound unto:

City of Ocala, a Florida municipal corporation; Attn: City Manager, 110 SE Watula Avenue, Ocala, FL 34471
(Name and address of Owner)

as Obligee (hereinafter the "Obligee"), in the sum of: Three Hundred Sixty Thousand and 00/100 DOLLARS ($ 360,000.00) (hereinafter the "Penal Sum") for the payment whereof the Principal and Surety bind themselves and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain City Redevelopment Agreement for a Brewery in Midtown (the "Contract") with Obligee, effective the April 20, 2021, which Contract, including any amendments thereto, for development of the Project (as defined in the Contract) as required by paragraph 8.2 of the Contract.

The Contract is by reference made a part hereof, provided however that, in the event of any conflict or inconsistency between the terms, conditions or limitations of this Bond including but not limited to the Penal Sum and the terms of the Contract, then the terms, conditions and limitations of this Bond shall take precedence over the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the conditions set forth hereinbelow.

1. The Surety's obligations and undertakings hereunder shall arise only in the event that the Obligee is not itself in default or breach of any provision or provisions of the Contract.

2. If the Obligee is not in default or breach, and the Obligee contends that the Principal is in default under the Contract, the Surety's obligations hereunder shall arise only after:

2.1. The Obligee has notified the Surety and the Principal, in writing, by registered or certified mail, return receipt requested, describing with reasonable particularity the basis for the Obligee's contention that the Principal is in default, and requested a meeting to occur among representatives of the Obligee, the Principal and the Surety not later than fifteen days after the receipt of such notice, to discuss the matters raised in the notice and the further performance of the Contract; and

2.2. The Obligee has declared the Principal to be in default and formally terminated the Principal's right to complete the Contract. The Obligee shall not declare the Principal to be in default earlier than twenty days after the Surety and the Principal have received notice as provided in paragraph 2.1 above, and

2.3. The Obligee has agreed to cooperate with Surety in the investigation of the claim, including but not limited to, providing copies of all records requested by the Surety as well as complying with any other reasonable request of the Surety.

2.4. The Obligee has acknowledged the Surety's superior rights to complete the remaining work under Paragraph 3.

3. After the Obligee has satisfied the conditions of Paragraphs 2.1, 2.2, and 2.3, and 2.4 above, then the Surety, at its option and at its expense, shall take one of the following actions:

3.1. Arrange for the Principal or other contractor to perform the Contract as conditioned and limited by the terms of this Bond; or

3.2. After investigation, determine the amount of money, if any, required to complete the Contract and tender payment therefor to the Obligee; or

3.3. Deny liability in whole or in part.

4. The responsibilities of the Surety to the Obligee hereunder shall not in any event be greater than those of the Principal to the Obligee under the Contract. The responsibilities of the Obligee to the Surety shall not be greater than those of the Obligee under the Contract. Under any circumstances, the Surety's liability hereunder shall not exceed the Penal Sum of this Bond.

5. The Surety shall not be liable to the Obligee or others for any consequential damages or for any obligations of the Principal that are unrelated to the Contract. No right of action shall accrue on this Bond to any person or entity other than the Obligee.

6. Any proceeding, legal or equitable, under this Bond, must be instituted in a court of competent jurisdiction in the jurisdiction in which the Project or any part of it is located. Any proceeding, legal or equitable, must be instituted, if at all, within one year after the Principal first defaulted or was declared by the Obligee to be in default, or within one year after the Principal ceased work on the Project, or within one year after the Surety has refused to perform pursuant to this Bond, whichever first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitations available to sureties as a defense in the jurisdiction where any proceeding is instituted shall apply.

7. Notice to the Surety, the Obligee and/or the Principal shall be mailed or delivered to the addresses shown hereinabove.

8. If and when this Bond has been furnished to comply with any statutory or other legal requirement pertaining in any location where the Project is located, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom, and the minimum provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein.

9. Surety's rights as set forth herein are in addition to, and not in derogation of, those provided at common law and pursuant to industry custom and trade usage. Notwithstanding anything to the contrary in the initial contract the Surety expressly reserves all rights and defenses available to it or the Principal.

10. Notwithstanding any requirement that may exist in the Contract requiring arbitration, the Surety shall have the right to have any Surety defenses available to it tried before a state or federal court of appropriate jurisdiction.

IN WITNESS WHEREOF, the Principal and Surety have hereunto caused this Bond to be duly executed and acknowledged as set forth below this _____ day of _____, 20 _____.

ATTEST:

By: _____ (SEAL)
(Name) (Title)

ATTEST: **Lexington National Insurance Corporation**

By: _____ (SEAL)
(Name) (Title)

P:\CITY\Revitalization Strategies\EIP\Fire Station\MPI-Fire Station\Misc\Bond\Performance Bond Form JG.docx

EXHIBIT C
TEMPORARY PARKING EASEMENT

See attached.

P:\CITY\Revitalization Strategies\EIP\Fire Station\MPI-Fire Station\Contract\Amendment\Amendment 2-28-22 Execution Copy.docx

AGREEMENT CONCERNING TEMPORARY PARKING EASEMENT

THIS AGREEMENT CONCERNING TEMPORARY PARKING EASEMENT ("Parking Easement") is entered into effective _____, 2022 (the "Easement Effective Date") between:

- City of Ocala, a Florida municipal corporation ("City").
- Brewery in Midtown, LLC, a Florida limited liability company ("Developer").

WHEREAS:

A. City and Developer are parties to a *City Redevelopment Agreement for Brewery In Midtown* dated April 20, 2021, as amended (the "Redevelopment Agreement").

B. Pursuant to the Redevelopment Agreement, City agreed to provide an additional 25 parking spaces at a location to be determined by City and, until such parking spaces were provided, to grant to Developer a temporary parking easement.

C. City and Developer are entering into this Agreement pursuant to the Redevelopment Agreement to establish such temporary parking easement and the terms and conditions thereof.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Parking Easement**. City hereby grants, bargains, sells and assigns to Developer, its successors or assigns, a temporary nonexclusive easement (the "Parking Easement"), for the benefit of Developer, and of Developer's employees, agents, guests and other invitees (collectively, the "Permitted Users"), over and across the real property (the "Parking Easement Area") owned by City and described in the attached **Exhibit A**. The Parking Easement permits Developer and its Permitted Users to park in the parking lot in the Parking Easement Area. The Parking Easement shall be appurtenant to the real property owned by Developer and described in the attached **Exhibit B**.

2. **Maintenance**. Developer shall, at its own expense and risk, maintain and repair the Parking Easement Area, including the parking lot, and all improvements located therein in good repair and condition at all times.

3. **Duration of Parking Easement**. The Parking Easement is temporary and shall expire on the date that City completes construction of the additional parking spaces pursuant to paragraph 9.2.1.b(2) of the Redevelopment Agreement. At such time, City and Developer will enter into a recordable instrument acknowledging the termination of the Parking Easement.

4. **Non-Exclusive**. The Parking Easement is non-exclusive and may be utilized by City and members of the public for parking.

5. **Improvements**. Developer may not cause any improvements to be performed on the Parking Easement Area without the express written consent of City which may be withheld or conditioned by City in its sole discretion.

6. **Condition of Parking Easement Area**.

6.1. Developer's Acceptance of Parking Area. DEVELOPER ACCEPTS THE PARKING EASEMENT AREA IN THE CONDITION IT IS IN ON THE DATE OF THIS AGREEMENT "AS IS," AND WITH NO REPRESENTATIONS, WARRANTIES OF ANY KIND.

6.2. Damage to the Parking Easement. On the City's demand, Developer shall pay for all damages to the Parking Easement Area that are caused by the act or neglect of Developer or its Permitted Users.

6.3. City Not Responsible.

6.3.1. Developer acknowledges that the vehicles driven and parked within the Parking Easement Area are entirely at the risk of Developer and its Permitted Users.

6.3.2. City shall not be liable for any damage to property of Developer, or its Permitted Users, or of others located in or about the Parking Easement Area nor for the loss of or damage to any property of Developer or its Permitted Users, or of others by theft or misappropriation or otherwise. City shall not be liable for any such damage caused by occupants of adjacent property or by the public.

7. **Insurance, Indemnity**.

7.1. General Liability Insurance. Developer shall maintain during the duration of the Parking Easement, such general liability insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the Parking Easement or Developer's use of the Parking Easement, with combined single limits of not less than $1,000,000 per occurrence and with a $2,000,000 aggregate. The "City of Ocala" shall be named as an Additional Insured.

7.2. Deductibles. Developer's self-insured retentions other than normal policy deductibles shall be disclosed to City and may be disapproved by the latter. They shall be reduced or eliminated at the option of City upon recommendation of City's Risk Management Department. Developer is responsible for the amount of any deductible or self-insured retention.

7.3. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Developer. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Developer's interests or liabilities, but are merely the minimums. No insurance is provided by City under this Agreement to cover Developer or its contractors or sub-contractors.

7.4. Duplicate Insurance. Insurance required of Developer or any other insurance of Developer which covers City shall be considered primary, and insurance or self-insurance of City shall be considered excess, as may be applicable to claims against City which arise out of this Agreement.

7.5. Certificates. Developer shall provide a Certificate of Insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best rating of at least A, which provide for at least 30 days' notice of cancellation to be given to City.

7.6. City May Change Limits. City reserves the right to increase or decrease, or expand or narrow, the minimum limits or amounts of insurance requirements set forth above whenever the liability of City under Florida law (including the Florida Tort Claims Act) increases or City's areas of liability or risk are expanded.

7.7. Failure to Provide Insurance. In the event that Developer shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Developer under this Agreement, City may procure same from such insurance carriers as City may deem proper, irrespective that a lesser premium for such insurance coverage may have been obtained from another insurance carrier, and Developer shall pay as additional rent, upon demand of City, any and all premiums, costs, charges and expenses incurred or expended by City in obtaining such insurance. Notwithstanding the foregoing sentence, in the event City shall procure insurance coverage required of Developer hereunder, City shall in no manner be liable to Developer for any insufficiency or failure of coverage with regard to such insurance or any loss to Developer occasioned thereby, and additionally, the procurement of such insurance by City shall not relieve Developer of its obligations under this Agreement to maintain insurance coverage in the types and amounts herein specified, and Developer shall nevertheless hold City harmless from any loss or damage incurred or suffered by City from Developer's failure to maintain such insurance.

7.8. Own Insurance. Developer shall be responsible for carrying such insurance as Developer may desire to protect Developer's, or its Employees', equipment, contents, personal property and other property on the Parking Easement.

8. **Liens on the Parking Easement**. Developer shall not subject the City's interest or estate to any liability under any construction or other lien law. No provisions of this Agreement may be construed as to imply that the City has consented to Developer incurring such a lien.

9. **Default by Developer**.

9.1. Events of Default. Upon the happening of one or more of the events set forth below (any of which is referred to hereinafter as an "Event of Default"), City shall have any and all rights and remedies hereinafter set forth:

9.1.1. If Developer violates any other term, condition or covenant herein on the part of Developer to be performed and such failure continues for thirty (30) days after City provides Developer with written notice of such failure; provided, however, if the default is one which cannot be cured within such

time period, Developer will have such additional time as may be required so long as Developer diligently pursues the remedy. Notwithstanding the foregoing:

a. If Developer has previously defaulted under a term, condition or covenant of this Agreement and is provided with notice of and an opportunity to clear such breach, any subsequent breach of the same term, condition, or covenant within twelve (12) consecutive months following the previous default shall constitute a breach of this Agreement without further notice or opportunity to cure; or

b. If the failure consists of a failure to provide insurance, only five (5) days' notice and opportunity to cure need be provided.

9.2. City's Remedies. If any Event of Default occurs, City shall have the right, at the option of City, to terminate the Parking Easement by providing written notice of such termination to Developer, in addition to all other remedies available at law or in equity.

9.3. City May Cure Developer's Defaults. If Developer shall default in the performing of any covenant or condition of this Agreement, City may, at its sole discretion, perform the same for the account of Developer and Developer shall reimburse City for any expense incurred therefore together with interest thereon at the highest legal rate. This provision imposes no duty on City nor waives any right of City otherwise provided in this Agreement.

10. **Default by City**.

10.1. City's Default. City will be deemed in default of this Agreement if City fails to perform or observe any agreement or condition of this Agreement on its part to be performed or observed and if such failure continues for thirty (30) days after Developer provides City with written notice of such failure. If the default is one that cannot be cured within thirty (30) days, City will have such additional time as may be required so long as City diligently pursues the remedy.

10.2. Remedies upon City's Default. If City defaults in the performance of any of the obligations or conditions required to be performed by City under this Agreement, Developer may, as its sole remedies, pursue a remedy of specific performance or terminate the Parking Easement by providing written notice thereof to City. Under no circumstances shall City be liable for ordinary, special or consequential damages (including lost profits) to Developer, such right being expressly waived.

11. **Destruction or Damage to the Parking Easement from Casualty**. If, at any time during the term of this Agreement, any improvements are destroyed or damaged in whole or in part by casualty or other cause, Developer shall: (a) promptly after the improvements are so destroyed or damaged cause the improvements to be repaired, replaced or rebuilt to substantially the condition as they existed immediately prior to the casualty event; or (b) terminate the Parking Easement whereupon City and Developer will execute a recordable instrument acknowledging such termination. Developer shall make its election within ten (10) days of a written request therefor by City, failing which Developer shall be deemed to have elected the option set forth in phrase (b) of the preceding sentence.

12. **Miscellaneous Provisions**.

12.1. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement, and no person other than the parties hereto have any rights hereunder.

12.2. Exclusive Venue. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.

12.3. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

12.4. Notices.

12.4.1. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to the address set forth at the address of a party as set forth below or to such other addresses as any party may designate by notice complying with the terms of this paragraph.

a. For City: City Manager, 110 SE Watula Avenue, Ocala, FL 34471; email: swilson@ocalafl.org.

1). With copy to: Aubrey Hale, City of Ocala, Chief Development Official 201 SE 3rd Street, 2nd Floor, Ocala, FL 34471; email: ahale@ocalafl.org.

b. For Developer: Mailing address: P.O. Box 1563, Ocala, FL 34471; Physical address: _____; email: Tom@InfiniteAleWorks.com.

12.4.2. Each such Communication shall be deemed delivered:

a. On the date of delivery if by personal delivery;

b. On the date of email transmission if by email (subject to paragraph 13.4.5); and

c. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

d. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

12.4.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

12.4.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

12.4.5. Concerning Communications sent by email:

a. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

b. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

c. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

d. The sender must print the email to establish that is was sent (though it need not do so at the time the email was sent); and

e. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

12.5. Governing Laws. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

12.6. Attorney's Fees. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

12.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

12.8. Severability Clause. Provisions contained in this Agreement that are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

12.9. Waiver. A failure to assert any rights or remedies available to a party under the terms of this Agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

12.10. Entire Understanding. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the Easement Effective Date set forth above.

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SIGNATURES START ON NEXT PAGE

CITY

City of Ocala, a Florida municipal corporation

_____
Witness

_____
Ire Bethea, Sr., City Council President

_____
Print Witness Name

Date: _____

_____
Witness

_____
Print Witness Name

ATTEST:

_____
Angel B. Jacobs
City Clerk

Approved as to form and legality

_____
Robert W. Batsel, Jr.
City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2022, Ire Bethea, Sr., as President for the Ocala City Council.

_____
Notary Public, State of Florida
Name: _____
(Please print or type)

Commission Number:_____
Commission Expires: _____

Notary: Check one of the following:
___ Personally known OR
___ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____

DEVELOPER

Brewery in Midtown, LLC, a Florida limited liability company

By: _____
Thomas McDonald as Manager

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2022, Thomas McDonald, as Manager of Brewery in Midtown, LLC, a Florida limited liability company.

_____
Notary Public, State of Florida
Name: _____
(Please print or type)

Commission Number:_____
Commission Expires: _____

Notary: Check one of the following:
___ Personally known OR
___ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____

EXHIBIT A
PARKING EASEMENT AREA

Real Property with Marion County Tax Parcel ID No.: 2820-050-002 described as follows:

SEC 17 TWP 15 RGE 22
PLAT BOOK E PAGE 004
CALDWELLS ADD OCALA
COM AT THE SE COR OF LOT 50 TH N 00-29-06 E 40 FT TH N 89-33-16 W 17 FT TO THE POB TH CONT N 89-33-16 W 307.10 FT TH N 00-23-25 E 148.73 FT TH S 89-51-02 E 168.69 FT TH S 00-25-18 W 20.30 FT TH S 89-34-30 E 138.63 FT TH S 00-29-06 W 129.34 FT TO THE POB

EXHIBIT B
DEVELOPER PROPERTY

PARCEL 3

COMMENCE AT THE POINT OF INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF N.E. 2ND STREET (40.00 FEET WIDE) AND THE EAST RIGHT OF WAY LINE OF N.E. WATULA AVENUE (40.00 FEET WIDE) SAID POINT BEING 324.6 FEET, MORE OR LESS, WEST OF AND 40.0 FEET, MORE OR LESS, NORTH OF, THE SOUTHEAST CORNER OF LOT 50 OF CALDWELL'S ADDITION TO OCALA, AS RECORDED IN PLAT BOOK E, PAGE 4, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE RUN N.00°00'41"E. ALONG SAID EASTERLY RIGHT OF WAY LINE OF N.E. WATULA AVENUE, FOR A DISTANCE OF 148.73 FEET; THENCE RUN N.89°43'10"E. FOR A DISTANCE OF 52.16 FEET TO THE POINT OF BEGINNING; THENCE RUN N.00°13'16"W. FOR A DISTANCE OF 14.90 FEET; THENCE RUN N.89°36'44"E. FOR A DISTANCE OF 20.04 FEET; THENCE RUN N.00°05'14"E. FOR A DISTANCE OF 84.86 FEET; THENCE RUN N.89°41'10"E. FOR A DISTANCE OF 96.32 FEET; THENCE RUN S.00°00'33"W. FOR A DISTANCE OF 99.78 FEET; THENCE RUN S.89°41'10"W. FOR A DISTANCE OF 116.42 FEET TO THE POINT OF BEGINNING.

PARCEL 4

COMMENCING 40.00 FEET NORTH AND 272.50 FEET WEST OF THE SOUTHEAST CORNER OF LOT 50, OF CALDWELL'S ADDITION TO OCALA, THENCE NORTH 150.00 FEET TO THE POINT OF BEGINNING; THENCE WEST 52.00 FEET; THENCE NORTH 276.60 FEET; THENCE EAST 168.50 FEET; THENCE SOUTH 176.60 FEET; THENCE WEST 96.50 FEET; THENCE SOUTH 85.00 FEET; THENCE WEST 20.00 FEET; THENCE SOUTH TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PORTION THEREOF FOR ADDITIONAL RIGHT OF WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING 40.00 FEET NORTH AND 272.50 FEET WEST OF THE SOUTHEAST CORNER OF LOT 50, OF CALDWELL'S ADDITION TO OCALA, THENCE NORTH 150.00 FEET;; THENCE WEST 52.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.E. WATULA AVENUE (40 FEET WIDE), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH, ALONG SAID EAST RIGHT OF WAY LINE, 276.60 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF N.E. 3RD STREET (50 FEET WIDE); THENCE EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 168.50 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH, 8.00 FEET; THENCE WEST, PARALLEL WITH AND 8.00 FEET DISTANT FROM SAID SOUTH RIGHT OF WAY LINE, 146.00 FEET; THENCE S.45°00'00"W., 24.75 FEET TO A POINT 5.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO, THE AFORESAID EAST RIGHT OF WAY LINE OF N.E. WATULA AVENUE; THENCE SOUTH, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID EAST RIGHT OF WAY LINE, 251.10 FEET; THENCE WEST 5.00 FEET TO THE POINT OF BEGINNING.

File #: 2022-0386 Agenda Item #: 9h.

Submitted By: Preston Pooser

Presentation By: John Spencer

Department: Recreation and Parks

STAFF RECOMMENDATION (Motion Ready):
Approve three-year contract with Perfect Mind, Inc., to provide and support recreation and park management software services for a cost not to exceed $92,146

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, .

PROOF OF PUBLICATION:
Bid released to public: 10/13/2021

BACKGROUND:
The Recreation & Parks Department has been utilizing a recreation and park management software for more than a decade for day-to-day operations. This software is utilized daily, across multiple divisions, recreation centers, and park sites to process various online and in-person program registrations, online and in-person facility rentals, point-of-sale transactions, membership entry and tracking, and other recreation and parks business functions. The current recreation and park management software agreement is about to expire, and the software can no longer meet the needs of the department (as it relates to software abilities and functionality).

The Department wishes to use a more modern recreation and park management software that is more user friendly (on both the customer and staff sides), is available and useable across all platforms and devices, and integrates better with social media and marketing tools. The vendor will provide, implement, and support recreation and park management software services for the Recreation and Parks Department for the duration of the contract. The vendor utilizes a third-party card processing and equipment leasing provider, with an annual equipment lease of $12,582 for third-party card readers. Based on the lowest cost, the City will either utilize Perfect Mind's third-party processor or use one of our existing payment processors to provide that service.

FINDINGS AND CONCLUSIONS:

- On 10/13/2021, the Procurement Department issued RFQ# REC/210945: Parks & Recreation Management Software.
- Three vendors responded with quotes by the 11/16/2021 deadline, shown below:

Proposer Name	Office Location	Pricing & Score
Perfect Mind, Inc.	Burnaby, BC	**$ 92,146.00**
(Includes third-party credit card processing equipment)		Score: 80.3
RecTrac, LLC.	Essex Jct, VT	$ 128,727.00
		Score: 70.4
~~***Global Payments, Inc.****~~	~~*Atlanta, GA*~~	~~*$ 54,000.00*~~

**Rejected for not completing the required technology requirements questionnaire. Bidders had to complete and pass the questionnaire of city technology requirements with a score of 80 or higher.*

- Recreation and Parks staff reviewed the proposals, pricing information, and technical abilities of each of the software packages.
- Product demonstrations were conducted as part of the review process. Perfect Mind and RecTrac provided a live virtual software demonstration that included access to a training or test database. Staff was already familiar with Active Network (Global Payment's program) as this is the City's current recreation and park management software vendor. Staff from Recreation & Parks, IT, and Security were included in the software demonstrations. City staff completed a quantifiable software evaluation for each software demonstration.
    - Perfect Mind, Inc. provided the best proposal, overall pricing, and had the highest staff demonstration score.
    - Even with the credit card processing and equipment leasing costs from a third-party provider, Perfect Mind is still $36,581 less than the RecTrac proposal.
- Staff reviewed all bid criteria and recommends awarding the contract to Perfect Mind, Inc.
- The contract is for a three-year term with annual renewals.

FISCAL IMPACT:
The annual cost for the first year of recreation and park management software services are $19,000 (a one-time implementation fee), $3,000 (one-time data run), and $10,800 (annual cost). The three-year recreation and park management contract amount totals $54,400. Third-party card processing and equipment annual lease costs will not exceed $12,582 (for thirty-party card readers). The total three-year cost to provide and support recreation and park management software services and card processing and equipment leasing totals $92,146. These expenses are budgeted in the Recreation & Parks budget (001-021-021-572-57-46010).

PROCUREMENT REVIEW:
The contract has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:
This agreement will be reviewed and approved for form and legality by City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
Table, Deny, or Amend

AGREEMENT FOR RECREATION AND PARKS MANAGEMENT SOFTWARE

THIS AGREEMENT FOR RECREATION AND PARKS MANAGEMENT SOFTWARE ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PERFECTMIND, INC.**, a foreign profit corporation duly organized in British Columbia, Canada and authorized to do business in the State of Florida (EIN: 88-0435603) ("Vendor").

WHEREAS, on October 13, 2021, City issued an Invitation to Bid ("ITB") for the provision of armored car services ITB No.: REC/210945 (the "Solicitation"); and

WHEREAS, two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by PerfectMind, Inc. was found to be the lowest; and

WHEREAS, PerfectMind, Inc. was chosen as the intended awardee to provide recreation and parks management software to the City (the "Project"); and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   Exhibits to Agreement: The Exhibits to this Agreement are as follows:

   Exhibit A: Scope of Work (A-1 through A-3)
   Exhibit B: Price Proposal (B-1)
   Exhibit C: Technical Requirements (C-1 through C-12)
   Exhibit D: Implementation Plan (D-1 through D-17)
   Exhibit E: Vendor Proposal (E-1 through E-73)
   Exhibit F Software Authorization (F-1)

   If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents. If there is a conflict between the individual

Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D, then (5) Exhibit E, then (6) Exhibit F.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Contract Documents. The Scope of Services under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** Vendor shall be paid a maximum limiting amount of **FIFTY-FOUR THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS ($54,400)** over the initial contract term in accordance with the Contract Documents.
   A. **Pricing.** Vendor shall be compensated in accordance with the pricing schedule set forth in the attached **Exhibit B – Price Proposal**. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.
   B. **Renewal Pricing Increases**. Any pricing increase for renewals shall be subject to negotiation as approved by City. Any and all renewals shall be subject to a maximum negotiated price increase of no more than **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions. Price increases shall be based on the CPI-U. Service Provider shall submit CPI justification with any and all requests for pricing increases at least **NINETY (90) DAYS** prior to the end of the then contract term.
   C. **Invoice Submission**. Vendor shall invoice the City at least once a month during initial implementation and staff training. All monthly invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Recreation and Parks Department, 828 NE 8th Avenue, Ocala, Florida 34470**, Attn: **John Spencer**, E-Mail: jspencer@ocalafl.org.
   D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
   E. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted

to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

F. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **EFFECTIVE DATE AND TERM**. This Agreement shall become effective and commence on **MARCH 16, 2022** and continue in effect through and including **MARCH 15, 2025**. This Agreement may be renewed for **ONE (1)** additional **TWO-YEAR** (2-year) period by written consent between City and Vendor.

6. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. **Lead Time.** The maximum acceptable lead time to begin the implementation phase is **TWO (2) WEEKS** from the City issued Notice-to-Proceed. At no time will the Vendor be allowed to lag behind.

B. **Implementation and Training Schedule.**

Completed by April 15, 2022	Project kick off and discovery session Project initiation
Completed by August 15, 2022	Software Configuration and Reports
Completed by September 15, 2022	User Acceptance Testing
Completed by October 15, 2022	Training and Documentation
Live November 1, 2022	Go-live

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event

giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

D. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Vendor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Vendor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

E. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Vendor, to include costs incurred by City for the procurement of additional professional services

7. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

8. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its quotation. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, procedures, or safety precautions or programs incident Vendor's furnishing and performing the work.

9. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

(2) Vendor fails to perform services required within the time stipulated in the Agreement; or

(3) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor.

Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
   (1) City shall be entitled to terminate this Agreement without further notice;
   (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
   (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
   (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the service performed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
11. **WARRANTY.** Vendor shall provide a **THREE (3) YEAR** warranty from the date of software acceptance by the City.

A. During the Warranty Period, Vendor's software shall substantially conform to applicable City requirements. For any breach of this Warranty, Vendor shall, at its option and expense, either replace the software or correct any reproducible error in the software reported to Vendor by City in writing during the Warranty Period.

B. Should Vendor determine that it is unable to replace the software or correct any error, Vendor shall refund to City the amount paid by City for the software, related services and license, and this Agreement shall be terminated.

C. All software developer warranty documentation must be provided before the final payment request is submitted to City by Vendor.

12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

13. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.

C. Vendor has had an opportunity to visit, has visited, and has had an opportunity to examine and ask questions regarding the sites upon which services are to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Vendor's own investigation.

D. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, Vendors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person

or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
    A. Vendor shall competently and efficiently supervise, inspect, and direct all services to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the services in accordance with the Contract Documents.
    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.
    C. Vendor shall be responsible to see that the provided services comply accurately with the contract and the intent thereof.
    D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
    E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.
15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like services or from executing additional contracts with other entities or sources.
16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.
17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial automobile liability insurance covering all automobiles

owned, non-owned, hired, and scheduled by Vendor with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Vendor's commercial automobile liability insurance policy must name, as additional insured, the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and assigns.

18. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
    C. Coverage for contractual liability is also required.
    D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability coverage in amounts required by Florida law. If Vendor claims an exemption from workers' compensation coverage, Vendor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. Vendor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this Project. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the Vendor shall provide and cause each subcontractor to provide adequate insurance satisfactory to the City for the protection of its employees not otherwise protected.

20. **TECHNOLOGY/PROFESSIONAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement and a term of five (5) years after the expiration of this Agreement, Technology/Professional Liability insurance with minimum coverage limits of One Million Dollars ($1,000,000). Said policy must include Cyber Liability Coverage for negligent retention of data and notification and related costs for actual or alleged breaches of data. The policy must include the City of Ocala as loss payee.
21. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. **No services shall commence under this contract until the required Certificate(s) of Insurance have been provided**. Services shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

B. Deductibles. Vendor is responsible for paying any and all deductibles or self-insured retention. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld.

C. Certificates of Insurance. Vendor shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of A-V or greater. Renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org** prior to the policy expiration.

*Non-rated insurers must be pre-approved by the City Risk Manager.

D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.

E. Severability of Interests. Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala"

(where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

F. Mandatory Endorsements for All Required Policies. All required policies shall include: (i) endorsement that waives any right of subrogation against the City of Ocala for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act; and (ii) endorsement to give the City of Ocala no less than **THIRTY (30)** days written notice (with the exception of non-payment of premium which requires a **TEN (10)** calendar day notice) in the event of cancellation or material change.

22. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the provision of services. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor.

23. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
24. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to

any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

25. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

26. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City.

27. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

28. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
29. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
30. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
31. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

32. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
33. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
34. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
35. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
36. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
37. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the

applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

38. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
39. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
40. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	PerfectMind, Inc. Attention: Sharon Atwal 100-4333 Still Creek Burnaby, BC V5C 6S6 Phone: 877-737-8030 E-mail: prrfp@perfectmind.com
If to City of Ocala:	Tiffany Kimball, Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8366 Fax: 352-690-2025 E-mail: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-579-6536
E-mail: rbatsel@lawyersocala.com

41. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

42. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

43. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

44. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

45. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

46. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

47. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

48. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

49. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

50. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

51. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

52. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

53. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

_____

Angel B. Jacobs
City Clerk

CITY OF OCALA

_____

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

_____

Robert W. Batsel, Jr.
City Attorney

PERFECTMIND, INC.

_____

By: _____
(Printed Name)

Title: _____
(Vice-President or higher)

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. Vendor will be required to perform the following software services; this list is not an attempt to exclusively define those specific activities the Vendor will perform.
   - Implementation of software application including data and information migration from the City's application (ActiveNet).
   - Staff training on software application for various City staffing levels (administration, information technology, recreation and park supervisors/managers, and front-line workers).
   - Ongoing support (for duration of the contract) of the software application.
   - An in-depth list of the City's technical requirements for the software is defined in **Exhibit C**.
2. **Deliverables:** The Vendor shall provide monthly reports of all initial implementation and training tasks in progress. Implementation and training deliverables shall be accepted by the City of Ocala Project Manager before payment for such work.
3. **Working Hours:** During the initial implementation, training, and software roll-out phases, the standard working hours for this project are 8:00 AM – 5:00 PM (Eastern time) Monday through Friday, excluding holidays. Vendor shall provide (forty-eight) 48-hour advance notice to City Project Manager for work outside normal shift hours. The City may decline the request.
4. **Working Hours (Year-Round Support):** The Vendor shall provide standard working support hours of a first-shift schedule. City standard hours are 8:00 AM – 5:00 PM (Eastern time) Monday through Friday, excluding holidays. Vendor shall provide a contact method (after-hour phone or email) for technical support issues outside normal hours.
5. **Lead Time.** The maximum acceptable lead time to begin the implementation phase is **TWO (2) WEEKS** from the City-issued Notice to Proceed.

TECHNOLOGY REQUIREMENTS

1. Vendor must always maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS).
2. Vendor must acknowledge its responsibility for securing stored cardholder data, in accordance with the PCI Data Storage guidelines and resides in the United States.
3. Vendor must acknowledge and agree that cardholder data will only be used for executing and completing the specified contracted services, or as required by the PCI DSS, or to comply with applicable laws and regulations.
4. Vendor must validate data sanitization with a certificate of data destruction, to contract-designated city personnel and/or the Information Technology department; within a reasonable timeframe, not to exceed 60 days.
5. Vendor must notify the City within 72 hours of discovering they have experienced a data breach, intrusion, or otherwise unauthorized access to stored cardholder data.
6. Vendor must agree to assume responsibility for any/all costs related to breach, intrusion, or unauthorized access to cardholder data that the service provider has entrusted to their agency.

7. Vendor must agree to assume responsibility for informing affected individuals (as per applicable law) to indemnify and hold harmless City of Ocala and its officers, and its employees from and against any claims, damages, or other harm related to the discovered breach.

DELIVERY

1. Tangible supplies shall be delivered or shipped to Ocala Recreation & Parks Department, 828 NE 8th Avenue, Ocala, FL 34470.
2. Scheduling of all deliveries shall be coordinated with the City's Project Manager.

VENDOR EMPLOYEES AND EQUIPMENT

1. Vendor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope.
2. The Vendor shall provide an assigned Project Manager, who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
4. All employees of the Vendor who work on-site shall comply with the City's current COVID-19 precautionary measures, protective equipment, or any other local, regional, or COVID-19 CDC guidelines.
5. Employees of the Vendor who work on-site in a City building must wear suitable business work clothes and shall be clean and in as good appearance as the job conditions permit.
6. Vendor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
7. No smoking is allowed on City property or projects.
8. Vendor must possess all required equipment to perform the work. A list of equipment shall be provided to the City upon request.

CITY OF OCALA RESPONSIBILITIES

The City of Ocala will furnish the following services/data to the Vendor for the performance of services:

1. Access to the City's current parks & recreation management software (for purposes of data downloading and/or conversion).
2. Access to City buildings and facilities to perform the work.
3. Provide access to schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Vendor's responsibilities.
4. If working on-site, provide access to internet and/or an office facility for the Vendor, if needed.

VENDOR RESPONSIBILITIES

1. The Vendor shall ensure that all documents prepared under this contract area fully compatible with the Windows-based operating system and the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.
2. If working on site, Vendor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees and dispose of debris in a legal manner.
3. Vendor is responsible for any and all damages caused by their activity. Should any public or private property be damaged or destroyed, the Vendor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

SUB-CONTRACTORS

1. Vendor must perform a minimum of 85% of the work with their own forces.
2. The only allowable third-party/sub-contractor services is a credit card provider/processor.

SAFETY

1. All employees of the Vendor who work on-site shall comply with the City's current COVID-19 precautionary measures, protective equipment, or any other local, regional, or COVID-19 CDC guidelines.
2. The Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
3. In no event shall the City be responsible for any damages to any of the Vendor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
4. Prior to completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.

Exhibit B - PRICE PROPOSAL **CONTRACT# REC/210945**

Perfect Mind Inc.

RFQ# REC/210945 Parks & Recreation Management Software

INITIAL CONTRACT TERM PRICING

ITEM	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST
1	Implementation and Training Fees (installation, data migration, set-up and training)	LS	1	$ 19,000.00	**$ 19,000.00**
2	Annual Cost - Initial Contract Term (software provision, licenses, maintenance and support)	LS	3	$ 10,800.00	**$ 32,400.00**
	TOTAL: INITIAL 3-YEAR CONTRACT TERM PRICING				**$ 51,400.00**

ADDITIONAL FEES

ITEM	DESCRIPTION	UOM	CHARGE FREQUENCY	UNIT COST
3	Other Applicable Fees (one time fee)	LS	One-time data run	$3,000

Product Feature	Category	Description of Feature
API Integrations / Other Integrations	Technical	Open application program interface (API) allowing for easily adaptable integration with external applications supporting fluid, user-friendly interconnectivity, and collaboration across platforms. Main external application is Tyler Munis. Export/Import: supports the export of records from any object within the database. The Platform will have the ability to export all invoice records, or selected records with criteria (if needed), and import into your solution.
Account Management for Organizations / Companies	Customer Accounts	Providing complete access to all customer information, communication history, activity history, shared documents, and notes. Platform is equipped to automate renewals, payment, and billing processes, allowing for easy calculation of fees for various customer groups, allowing online or onsite booking and orders of products and services. Platform provides a convenient user experience by easily allowing customers to book, register, and reserve online anytime from any device. **Flexible -** Account management can be tailored and branded to reflect the City's work processes and practices. Fields can be added and changed to suit the City's preferences.
Account Management for Organizations / Companies	Customer Accounts	Providing complete access to all customer information, communication history, activity history, shared documents, and notes. Platform is equipped to automate renewals, payment, and billing processes, allowing for easy calculation of fees for various customer groups, allowing online or onsite booking and orders of products and services. Platform provides a convenient user experience by easily allowing customers to book, register, and reserve online anytime from any device.
Account Management for Organizations / Companies	Customer Accounts	**Duplicate Accounts and Merging -** Within Platform, users with the appropriate permissions can search for duplicate accounts and merge them, resulting in a better organization of records. The Platform can perform automated duplicate checks when members create accounts online through the member portal.
Account Management for Organizations / Companies	Customer Accounts	**Transaction Management -** Platform supports the following features:- Calculate and track customer balance- Accept customer payments on account- Produce customer statements- Split payments between cardholders and accommodate blended families or various household structures.- An invoice could be voided without interruptions to other invoices in a transaction.
Account Management for Organizations / Companies	Customer Accounts	**Searching -** The search fields are dynamic and allow users to quickly search and add all at once. Streamlining the search process, Platform allows users to access all related information to the customer within their account profile. View transactions, documents, schedules, emails, credits, level of participation within the customer's account. This can be organized by group or specific criteria for each account.
Attendance Tracking (Programs / Membership)	Reporting Capabilities	Staff can take attendance for an event using Platform's Check-in feature. Simply select the event to take attendance for, then select the participants who are attending the class. Staff can also send messages to registered members or promote attendees from program/roster screen, making this process simple and time effective. Staff will have the ability to preview attendance through a full roster or individually from within the customer's profile.

Product Feature	Category	Description of Feature
Campaign / Fundraising Management	Other Features	Ability to create or manage a campaign/fundraising program within the platform. Alternatively, the Platform should be able to utilize a POS item to be sold (non-inventory) with a variable price. This means when a customer is wanting to donate, staff will be able to ask how much. In addition, all items sold will have the ability to be reported on.
Child Care / Camp Management (Non Drop-In)	Programs / Products	Platform's simplifies the management of advanced custom bookings such as childcare registration or day camps both online and on-site. Platform's registration platform should allow enrollment of individuals into multiple sessions at the same time (e.g. morning, afternoon, and evening), in a single transaction. Different fees can be set per session, per day, and per week, enabling the City to provide discounted rates to customers for booking multiple sessions. Fees are calculated automatically and updated dynamically as sessions and extras are added or removed.
Communication Tools (Basic / Unique)	Reporting Capabilities	Platform includes built-in communication and interaction tools, giving the options and variety to effectively connect with customers and staff. Accommodating all individuals and preferences, communication through Platform can be done by voice broadcast, text messaging, and email. Users can create a mass voice broadcast to notify contacts about important updates and alerts (e.g. the closure of a facility due to inclement weather, or a special promotion). Adaptable to any email template, Platform's communication tool sends automated and smart emails based on defined criteria. The variety of communication methods available through Platform can accommodate the assortment of individuals within your community allowing for equal access for participants with visual, hearing, or cognitive disabilities. Information is accessible in various formats to ensure everyone has a similar understanding of programs, services, and activities.
Communication Tools (Basic / Unique)	Reporting Capabilities	**Social Media Marketing** When accessing the online portal, clients and members can log in with their social media accounts. Client and member activities can be posted to social media accounts, which can then be liked and shared by the poster's social media contacts. This will widen the visibility of the City within social media circles.
Communication Tools (Basic / Unique)	Reporting Capabilities	**Export Data and Brochures** Platform enables users to create, export, and print catalogs and brochures online based on program and activity data. Platform's brochure export reports are designed with tags to make the creation of brochures and other marketing materials within Adobe InDesign (or other design software) seamless and convenient. Program information can be exported in PDF, CSV, or XML format.
Custom Forms / Waivers / Questionnaires	Website / Apps / Communication	Electronic waivers can be attached to the sale of memberships, activity registrations, and facility reservations. Using mail merge functionality, electronic waivers auto-populate the necessary information which is predefined from the electronic waiver creation. Also, Platform support the gathering and automatic updating of personal information using questionnaires. Staff can manually turn these questionnaires on or off. In addition, tasks can be created by staff members for another staff to complete a certain task.
Custom Reporting Capabilities	Customer Accounts	Platform's solution contains a built-in reporting engine that allows authorized users to run standard business, cash reporting, POS daily close-out, other financial reports, or create custom reports based on any object in the system. No need for third-party reporting tools.

Product Feature	Category	Description of Feature
Custom Workflow / Automation	Reporting Capabilities	As part of the implementation process, Platform's project team looks for opportunities to create workflows that automate the client's business processes, reducing manual backend tasks and saving time for users. Workflows are triggered by specific pre-set events that occur within the system. When a workflow is triggered, it immediately performs an action according to the pre-set criteria. A workflow can be triggered by an external output, such as adding information from a web form, or by another workflow. In addition to triggered workflows, Administrators can also create timed system workflows which do not require any external or workflow actions to be triggered. They run on an hourly or daily schedule, evaluate the specified objects and records by their criteria, and perform any necessary actions. Workflows can only be created and modified by Admin users with appropriate system permissions. Some common examples of workflows include:- Email a staff member when a contract or waiver is signed online by a customer.- Email a staff member when a spot opens up in a class with a waitlist.- Track expiry dates of staff certifications and email them when it is time to renew.- Update customer contact information when they register for a course.
Customer Pre-Requisites / Skills / Grading	Technical	Platform has the ability to determine customer pre-requisites and levels. This will be established during the creation of memberships, facilities, and courses/programs. Pre-requisites such as age, gender, level, and skill can be variables.
Data Security	Technical	Platform must have the ability to provide SSAE 16 attestation standard – SOC reports for review upon request.
Data Security / Data Ownership	Customer Accounts	Each Platform client has its own fully encapsulated and dedicated database which is not visible to any other client. Databases are individually encrypted to ensure maximum security in a shared, hosted environment. Restrictions and controls, such as current security industry standards (or greater) are put in place to ensure server resources are available to all clients. These ensure all requirements for establishing, implementing, operating, monitoring, reviewing, maintaining, and improving a documented security management system within the context of your organization's overall business risks are met. Platform must be validated as a Level-1 service provider under the Payment Card Industry (PCI) Data Security Standard (DSS) to protect financial information.
Data Security / Data Ownership	Customer Accounts	Ensure effective governance, risk and compliance processes exist. Platform has established processes and procedures for access to client information, incident response, data breach notifications, data destruction, etc. Servers, replicated and located in multiple centers, are protected by firewalls and restrictive Access Control Lists (ACLs) and are scanned for vulnerability and penetration testing on a monthly and quarterly basis.
Data Security / Data Ownership	Customer Accounts	All access to encrypted client information, including SQL Database and Server access, is restricted to only those staff that need to access the data for troubleshooting and client service issues. This access list is reviewed regularly, and staff are removed or added as appropriate.
Data Security / Data Ownership	Customer Accounts	**Encryption** Encryption is one of the most effective data protection controls available today. Encryption is a primary data. Financial information, passwords, and other sensitive information is encrypted in the system and saved as encoded information within the database. Access to encrypted secure data and encryption keys is limited to an elite group within the company which is continuously

Product Feature	Category	Description of Feature
		reviewed. Platform understands how important security measures are and has monitors in place to catch unwanted access while taking every precaution to avoid security discrepancies.
Data Security / Data Ownership	Customer Accounts	**Data Ownership** Platform must use universal formats and avoid proprietary formats that allow City data to be portable and avoid vendor lock-in. The City will retain ownership of all data and can extract data from the database at any time.
Discounts / Promotions / Coupons	Technical	Discounts are predefined upfront within Platform, which can then be mapped to any product, membership, activity, or facility booking. Some examples of discounts that can be created are early bird discounts, promotional codes, or percentage off discounts. Administrative staff have the ability to create new or custom discounts or promotions.
Drop - In Child Care Management	Customer Accounts	Platform supports drop-ins online and in-house as a type of program. Drop-in class spots can be sold directly from the POS with the capacity being tracked. Patrons can also go online and register into drop-ins.
Entry Point / Check-In / Pass Validation Features	Programs/Products	Platform's check-in functionality keeps track of whether or not a customer has attended a program. Upon arriving for a program, the customer would either check-in with a staff member or self-serve using a front facing tablet.
E-sign Capable for On-Line Users	Customer Accounts	Platform offers ability to add digital signature to any custom document. The document can be shared through tablet or emailed to be signed. Once the document is signed, it will be saved under the customer profile.
Event Ticketing Sales / Redemption	Website / Apps / Communication	Platform's ticket portal will allow for the sale of tickets online directly through the Platform, either in person or online. Tickets can be limited to specific venues and can limit access by time. Tickets can be sold individually or in groups. All ticketing is General Admission but can also be sold in tiers (seating groups) as well. The system can print bar codes with in-and-out privileges along with tickets corresponding to the event.
Event Ticketing Sales / Redemption	Website / Apps / Communication	Ticket design can be fully customized, with several customization options: - Utilize Platform's pre-set templates - Custom templates can be designed and created by Platform's Professional Services team - Create your own custom ticket designs Tickets can be used to scan to open gates a gate kicker system) or with a handheld scanner. There can be multiple scans on a ticket; this is useful for group admissions which can either have 1 ticket per person, or 1 ticket with multiple number of scans.
Facility Booking / Management - Approval Chains	Other Features	Platform makes facility reservations simple and painless, whether you are completing a single reservation or multiple bookings. Facility calendars provide staff and customers with a real-time view of availability across your network of fields, swimming pools, courts, arenas, and other public-facing amenities. The Platform should include a conflict module as part of the reservation process. Staff will also have the ability to determine how the information of the facility will be viewed online. Staff will choose between Allow Reservation, Allow Reservation with Approval, Show Facility Information, or Show Facility Information with Availability.

Product Feature	Category	Description of Feature
Facility Booking / Management - Multi-Site & Multi-Day	Facility	Platform allows staff and customers to book multiple facilities, for multiple days online (Allow Reservation, Allow Reservation with Approval), in-person or over the phone.
Facility Booking / Management - Single Event	Facility	Platform allows staff and customers to book single facility, for single day online (Allow Reservation, Allow Reservation with Approval), in-person or over the phone.
Financial Assistance / Scholarships Management	Facility	The City can create, apply, and manage subsidies and scholarships for qualified clients or families, to assist them in enrolling in courses, buying memberships, booking facilities, or purchasing products. With different subsidy types, the City can apply rules to qualify eligible families or individuals and set restrictions on subsidy amounts. When setting up a subsidy, the City can apply parameters such as activation and expiration dates, total subsidy amount, and maximum amount allocated to a single contact or account. Restrictions to subsidies can include demographics such as a minimum or maximum age, and maximum times a customer may receive a subsidy.
Gate-Kicker / Facility Access Integration	Other Features	Platform is integrated with Gate Kicker to automatically activate entrances and exits scan.
GIS Integration	Technical	Platform is integrated with ESRI GIS to determine and confirm residential boundaries.
GL Accounts	Accounting	Platform should be able to manage various program, revenue, and income accounts currently used by the City. Some accounts are taxable. The City currently uses 50-60 unique GL Account Codes.
Hardware Requirements / Suggested Peripheral Hardware	Technical	The City prefer to utilize most if not all existing peripherals already owned by the City. However, if the City would also like to update their hardware, Platform should provide a list of compatible equipment.
Identity and Access Management	Technical	Platform must be able to support federated IDs and single sign-on using one or more of the following standards: LDAP, SAML 2.0, OAuth 2.0, WS-Federation, OpenID Connect to manage City employee roles and identities.
Implementation / Optimization Support	Technical	The below phases can run in parallel at the discretion of the Project Manager. - Phase 1: Project Kickoff - Phase 2: Project Initiation / Discovery - Phase 3: Configuration and Administrator Training - Phase 4: Data Migration - Phase 5: Power User Training - Phase 6: Functional and User Acceptance Testing - Phase 7: Go-Live - Phase 8: Project Stabilization

Product Feature	Category	Description of Feature
League Management / Scheduler	Programs / Products	Platform should include a league management module that can handle individual registration, manual scheduling, and manual score tracking. Future requirements may include full league management functionality Including areas like automatic scheduling, team and player registration, team websites, automatic game scoring, roster building, and tournament management.
Merchant Service Requirements / Options	Website / Apps / Communication	At minimum, the Platform and software needs to be a certified PCI compliant. The City does not have an independent payment processing vendor. Payment processing is integrated into our current provider, which is ActiveNet.
Mobile App Availability	Website / Apps / Communication	Platform's online and internal platform should run flawlessly regardless of screen size or browser type. Online users get 24/7 access to programs, memberships, store, facilities and more from any computer, tablet, or smartphone. Online interface should allow customers with an easier way to register for a program or renew a membership pass online with just a few simple clicks. Platform should be fully functional across all operating systems (iOS, Android, and Windows); therefore, all features and functionalities are fully operational across all platforms and devices (mobile, tablet, PC, and MAC). A dedicated mobile APP is not required if the mobile browser interface is 100% functional.
Mobile Compatibility / Adaptive Web-Interface	Technical	Platform is a responsive web and cloud-based application. The website should run flawlessly for your employees and customers regardless of screen size or browser type. Platform allows your staff and members to access all public areas of the site while at home or on the go, without having to download a mobile app. The Platform should allow staff access to the back end/administrative portal while on the go using any browser or platform. Platform fully supports browsers provided on the iOS and Android platforms.
NFC / Contactless Payments / Apple Pay Capabilities	Support	Payments should support/allow NFC / Contactless Payments / Apple Pay Capabilities.
Ongoing Client Support Services (helpdesk)	Programs / Products	The Platform's implementation and support departments should work together to ensure consistent follow-up and efficient resolution of outstanding issues. The Platform's online support web portal should offer extended support hours, informative webinars, and work order tracking. Platform's support team should be available by phone, chat, and email 24 hours a day, seven days a week. Platform's standard agreement includes 24/7/365 support for all technical issues regarding the platform. The Platform's support calls should be answered by a live agent.
Point of Sale Capabilities / Unique Features	Programs / Products	Platform's point of sale module should streamline the checkout process for both customers and staff. Easily record sales transactions, print, or email receipts for customers, and manage product pricing, discounts, and inventory. Platform's Point of Sale module should be intuitive to navigate and have a layout compatible with mobile devices and tablets.
Point of Sale Capabilities / Unique Features	Programs / Products	**Point of Sale Highlights** • Multiple Point of Sale sales/entry points at various sites across the city. • Fully responsive layout is compatible with mobile devices and tablets. Allow for multiple POS layouts.

Product Feature	Category	Description of Feature
		• Purchase multiple memberships in a single transaction. • Assign memberships and activities to a customer other than the payer. • Add multiple fees or taxes to memberships, residents, non-residents, facility bookings, and courses. • Items, Products, and Memberships are grouped by tab for easy navigation. • "Frequently Sold" buttons can be configured by location. Simply tap a button to add the associated item to the cart for purchase. • Update Discounts, Taxes, Price, or Item Properties (e.g. color or size) directly from the cart screen. • Void any scheduled payment, preventing the payment from being processed. • Refund or credit processed payments in real time to the original form of payment or to a General Ledger account. • Refund permissions can be adapted or configured based on the user profile. This means that users will not have the ability to process refunds without the appropriate permissions. • All account information is recorded per user and per location site. • Platform is PCI compliant, and only stores the last four digits of credit cards in line with PCI standards. • When adding a new product, administrators can select if the price will be inclusive of tax, or not. This enables flat fees, with no hidden charges.
Private Lessons / Personal Training Management	Other Features	Platform supports this functionality though appointment booking to allow a patron to book a specific time slot with a particular trainer online. This is a future need.
Product Inventory / Asset Management	Support	All inventory items can be entered into the system with an inventory count associated with them and a minimum quantity allowed. As items are sold, the system brings down the inventory count. Once the item reaches the minimum quantity allotment, the appropriate staff member is sent a purchase order template using Platform's workflow engine. Purchase order templates have mail merge functionality to reduce the amount of administrative needed to complete.
Program / Activity Check-In Capability	Programs / Products	Platform's check-in feature streamlines the sign-in process by allowing you to easily book contacts, take attendance, and review member details. The check-in feature will also display any important alerts or notes relating to the member. Upon arriving for the program, members can either check-in with a staff member or self-serve using a front-facing mobile device or tablet running Platform. Entry to facilities can be restricted to X minutes before/after an event start time. The Platform can also prevent members from accessing a facility or event by changing the access setting in a user profile and entering a reason for restricting entry. **Self Check-In** After launching the Self Check-in module, staff can monitor member attendance hands-free. If you have a scanner, members scan their barcoded tags as usual. Without a scanner, they simply enter their name in the pop-up window using a keyboard. Either way, screen messages and sounds will confirm their attendance status and display configurable messages and audio clips about their membership, birthday, or financial information.

Product Feature	Category	Description of Feature
Program / Activity Management Features	Programs / Products	Platform helps organizations manage all aspects of their facilities' operations with an efficient and easy to use Activity Setup feature, allowing for quick and easy online or onsite activation and registration for all types of bookings. The solution can create semester and seasonal programs with various rollover options. All fields are configurable within Platform and will be identified during the Discovery phase. The City administrators will have the ability to add or delete fields at any time. Platform supports the following activity types: • Appointment: Event has only one occurrence and one attendee (e.g., private lesson or fitness evaluation) • Single Booking: Event has many occurrences, but attendees enroll in one occurrence at a time (e.g., a drop-in class or seminar) • Course: A series of events with a fixed schedule, and attendees must enroll in all occurrences (e.g., marathon training or fitness class) • Custom Booking: Users choose the sessions that are convenient to them and pay a fee accordingly, rather than commit to both the schedule and price of the entire series of a Course (e.g. summer camp or daycare). Once an activity has been created and enrollment is maximized, administrators can enable the waitlist and the registration will automatically default there. Waitlist information is viewable from the course list page with the waitlisted clients and their applicable queue order.
Program / Activity Management Features	Programs / Products	**Cloning Activities** Users can save a duplicate of an existing activity by cloning it. The system will copy many of the original attributes to the new activity to minimize the amount of work needed to complete the data entry. Users can clone an individual occurrence, or an entire series. Cloning an activity series (such as a course) is especially useful if you want to: • Offer the same course from a previous season in a new season • Duplicate one skill level to apply the same attributes to another skill level Users can choose whether or not to clone the list of attendees in one activity so that they can also participate in another. For example, cloning a swimming course will help you carry forward a group of attendees from one skill level to another.
Program / Activity Management Features	Programs / Products	**Activity Linking** Multiple activities (appointments, single bookings, and courses) can be linked together in an Event Group. An Event Group enables the City to set a total combined program capacity for multiple activities. As soon as the capacity is met across all activities, the system will not allow further registrations; this is helpful to reduce safety concerns related to overcrowding. For example, the total number of registrants for all swimming classes running at the same time should not exceed the actual capacity of the swimming pool. Event Groups also enable users to link multiple levels of courses together to create a program track. For example, a First Aid program may include several different courses that attendees must complete to receive a first-aid certificate. Activity Setup Features • Configurable class levels. • Pass/fail tracking for courses.

Product Feature	Category	Description of Feature
		• Prorate classes for late registration. • Programs and the activities are linked to facility and room reservations. • Specify age restrictions to come into effect on a particular date. • Interactive attendance functionality, plus non-attendee tracking for marketing follow-ups. • Ability to generate mailing lists and labels from registration lists. • Disable the ability to delete courses with paid or enrolled customers to minimize the possibility of deleting an active course in error.
Punch Pass / Drop In Management Features	Programs / Products	Platform offers the ability to create punch pass memberships. Any membership can be attached to an activity (including drop-ins) to automatically deduct a pass when registered. In addition, drop-in activities can be showcased on the POS screen to easily track attendance and pay for the fee if needed.
Scheduled Payments / Payment Plan Capabilities	Customer Accounts	Within Platform's solution, payment plans are highly configurable to meet a wide range of the City's needs for automatic invoicing.
Server Security / Redundancy	Technical	Platform is hosted on a site which provides state of the art data centers and robust security features. Data centers are housed in nondescript facilities, with physical access strictly controlled by professional security staff, video surveillance, intrusion detection systems, and other electronic means. All security measures including personnel and visitor access restrictions are enforced 24/7/365.
Server Security / Redundancy	Technical	Additional hosting facility security features are listed below: -Automatic fire detection and suppression equipment is installed in all data center environments. - Electrical power systems are fully redundant and maintainable 24/7. Backup power is available in the event of electrical failure. - Servers and other hardware are stored in climate-controlled environments to prevent overheating.
Social Media Integration	Other Features	Platform integrates with social media in several ways. Customers may use their Facebook account to login, social media links and logo may be embedded in automated communications through the marketing engine, and customers can share their activity through hundreds of different social media sites. All of this functionality is available across mobile devices.
Software Requirements	Technical	Platform does not require any additional plugins or frameworks to run. The Platform admin portal should have minimal a thin client that are required to be install. Access to thin clients should be limited to high security level users, at the City's discretion.
Staff Scheduling / Timekeeping	Other Features	Within Platform's Staff Management module, the City can easily manage staff pay rates and availability schedules. The City can give access to staff members to edit their own availability schedule within Platform. The system will alert you if there's a conflict between the staff and facility schedules. In addition, Platform offers the ability for staff to clock in and clock out when they are finished. This is a preferred option for summer and seasonal staff.

Product Feature	Category	Description of Feature
Staff Training Resources	Support	Platform will provide training services to the staff through onsite, virtual, webinars, or a combination of those methods. Initial implementation training should be available as part of the software package.
Standard Reporting Capability	Other Features	Platform's should include a built-in reporting engine with both standard and ad-hoc reporting functionality which enables staff to report on any information within the platform. Custom reports can be created by staff with appropriate permissions.
Task Assignment / Ticketing / Work Order Capabilities	Customer Accounts	Platform offers the ability to create tasks from any module and associate a due date and a person to complete the task. Work orders can be created in a maintenance calendar.
Tax Receipt Generation	Website / Apps / Communication	Tax receipts are configured according to requirements and can be modified as required and can be issued directly from the customer profile.
Unique Marketing / Communication Tools	Website / Apps / Communication	Platform should include built-in communication and interaction tools, giving options and variety to effectively connect with customers and staff. Accommodating all individuals and preferences, communication through Platform can be done by voice broadcast, text messaging, and email. Platform should include a built-in email application/integration that allow staff to send emails from directly within the system to one or many individuals, accounts, and companies. The variety of communication methods available through Platform can accommodate the assortment of individuals within your community allowing for equal access for participants with visual, hearing, or cognitive disabilities. Information is accessible in various formats to ensure everyone has a similar understanding of programs, services, and activities.
Unique Marketing / Communication Tools	Website / Apps / Communication	**Social Media Marketing** When accessing the online portal, clients and members can log in with their social media accounts. Client and member activities can be posted to social media accounts, which can then be liked and shared by the poster's social media contacts. **Optional - Export Data and Brochures** Platform enables users to create, export, and print catalogs and brochures online based on program and activity data. Platform brochure export of brochures and other marketing materials should be seamless and convenient.
Unique Member / Customer Engagement Features	Customer Accounts	All the modules within Platform are completely integrated and seamlessly communicate with one another, thereby minimizing the number of steps and clicks needed to execute any process within the system. For example, when booking an activity within Platform, the system will automatically book the facility that's related to that activity at the same time, while also verifying all calendars involved (staff, activity, facility and customer calendars) to ensure that there are no conflicts for that booking.

Product Feature	Category	Description of Feature
Unique Membership Management Features	Technical	Platform should provide an integrated solution to help you manage different categories of memberships or levels of access, Including areas like: • Unlimited/Ongoing • Limited by time (e.g. six-month pass or one-day pass) • Limited by class (e.g. punch pass) • Limited by time and class (e.g. ten sessions in two weeks) • Limited by date range (e.g. calendar year pass) The customer account view provides staff with information on membership expiry, birthdays, and other special requests captured within the profile. The Platform should allow multiple options for client identification such as turnstiles, self-check-in, card scans, punch cards, and personal identification; furthermore, the solution produces and manages access cards for clients. Customer residency is determined during account creation. Fees (determined by the City and staff during the discovery phase), are tied to memberships and assigned automatically when selected; furthermore, create member profiles with client descriptions and notes, attach pictures of the clients, and family members for easy administration and recognition.
Unique Membership Management Features	Technical	**Family Passes/Memberships** Contacts are easily grouped together as a family or team using Platform's Family Account feature, identifying who is related, preventing unnecessary emails, and keeping payments simple. Having a Family Account is easy and beneficial. The system enables a member to create a client login for the group or family, allowing members and clients to review their classes and account details online (e.g. a parent of two children can review and update classes for themselves and their children). Further to this feature, a joint client login can also be created for a Family Account to allow clients and members to book and manage their own group. The platform allows you to limit the client count in a family pass by selecting the pass and setting the maximum (this limit is determined by the City and is identified during the discovery phase).
Unique Membership Management Features	Technical	**Suspend, Terminate, and Renew Customers** Platform's solution can freeze or suspend all access to the facility as a temporary measure (e.g. due to vacation or a member's payment in arrears). The user has the option to permanently terminate accounts. The terminate function is available on transactions and passes, including termination of unpaid portions of any transaction. This means all scheduled invoices for the transaction could continue to be active or will be considered terminated and not charged; furthermore, any overdue invoice will remain active until paid. The Platform solution allows for membership extensions; simply specify the desired dates to extend the membership. The solution allows for the automatic renewal of memberships. Simply configure the system this way and watch as memberships are renewed with ease and simplicity, allowing you more time to engage with your community members and facility staff.

Product Feature	Category	Description of Feature
User Privileges / Permission Control Capabilities	Technical	Every user permission level is either given read, edit, create, or delete functionality for each object within the system. Audit trails are tracked and kept indefinitely within Platform.
Web Analytics Capabilities	Website / Apps / Communication	Integration into Google Analytics within Platform's widgets for further information on website visitors.

Statement of Work

Scope/Project Management and Planning

PerfectMind will be responsible for planning and managing the project, using best practices generally recognized as good project management methodology, and designating a Project Manager for the project, who will be responsible for:

- Adherence to the project scope and schedule
- Management of work activities including system design and installation, system configuration, data conversion, testing and quality assurance, administrator and end-user training, and go-live support
- Coordination of resources, work sessions, and training
- Communications
- Managing project issues and issue tracking
- Status reports
- Available for status calls to provide updates
- Working with the designated Customer project manager
- Deliverable acceptance and sign-off

The frequency and other details of status reports will be agreed upon during the discovery phase. In addition to the Project Manager, PerfectMind will assign appropriate staff to complete the deliverables described in this Statement of Work, including at minimum: system installation, software configuration, data conversion, testing, administration and end-user training and go-live support.

Timeline

Customer is planning to implement the solution with the following estimated timeline. PerfectMind is expected to recommend an overall implementation plan and timeline based on their experience with implementations of similar scope and complexity.

March 15th 2022	Contract Signature
Completed by April 15th 2022	Project kick off and discovery session Project initiation
Completed by August 15th 2022	Software Configuration and Reports
Completed by September 15th 2022	User Acceptance Testing
Completed by October 15th 2022	Training and Documentation
Live November 1st 2022	Go-live

*** Please note these timelines indicate implementing the PerfectMind software as is.
***Custom integrations, custom development or any custom features will potentially impact the timeline.

Technical Requirements

PerfectMind will provide a SaaS solution. The only requirement for operating and using the proposed solution will be broadband internet connection and access to the internet via a web browser with all standard browsers being supported (recommended browsers will be communicated to Customer during the implementation phase).

Customer Testing

PerfectMind will develop a test plan for Customer that covers system and functional, testing. After all of the components of the system have been completed, Customer will conduct system and functional testing. Customer will report any defects to PerfectMind immediately for correction. If any defects are found, PerfectMind will provide a plan to achieve acceptance or to make corrections or replacements.

Training

PerfectMind will provide full training to system administrators and trainers (number of system administrator and trainers to be determined at the discretion of Customer). PerfectMind will develop a training plan for Customer to fully prepare the system administrators to support the system. The training plan will include:

- In-depth understanding of the system functionalities, including:
  - Security Settings
  - Workflow Development
  - Report Development
  - Software Configuration
- A review of best practices in the configuration and use of the system.
- Training sessions on different modules of the system, including:
  - Contact/Account Management
  - Store/Point of Sale Training
  - Membership Management
  - Attendance Tracking
  - Billing Management
  - Activity/Program Registration
  - Facility Rental
  - Appointments and Private Lesson scheduling
  - Marketing
  - Staff Management
  - Accounting
  - Document Template creation and configuration

- Troubleshooting

PerfectMind will provide technical assistance to Customer's IT staff on the operation of the system. PerfectMind will investigate and troubleshoot any technical issues with the system that Customer's IT staff report to PerfectMind.

Post-live Support

PerfectMind will provide full application support during the week of go-live. PerfectMind's project team will be available to provide go-live and post go-live support. The resource(s) will be accessible by phone and email to the system administrators.

Project Kickoff (within 1 month of executing the contract)

Deliverables

- Planning of the project kickoff/discovery session
- Resourcing and scheduling for the discovery phase
- Preliminary review of the requirements by the project team prior to the first meeting
- Creation of live production environment, which includes at a minimum:
  - Setup of Customer's production environment on the cloud
  - System setups including backups and retentions
  - Database security setup
  - Setup of the monitoring tools and systems on Customer's database
  - Basic configuration of the database with Parks and Rec Modules

Project Initiation (within 1 month of executing contract)

Deliverables

- Discovery phase, which will inform the detailed work breakdown structure and includes:
  - Existing database system discovery
  - Business process review and gap analysis
  - Activity registration overview
  - Facility configuration overview
  - Membership management overview
  - Store and point of sale overview
  - Marketing overview
  - Accounting overview

  The Discovery phase may involve multiple meetings and communications to clarify and assist PerfectMind in understanding the above areas further.
- Project work breakdown structure includes:
  - Tasks and durations
  - Scheduling

  - Resourcing and assignments
  - Dependencies
- Initiation of tasks listed under "Scope/Project Management and Planning" above, which includes:
  - Communications requirement
  - Project reporting requirements including the frequency and details of the status reports
  - Issue list/tracker requirements

Software Configuration and Reports (completed during months 2-4)
Deliverables

- Application configuration and setup
- Security and roles configuration
- Setup workflows and business rules
- Set-up client specific database
- Configuration of Email functionality

Training (completed month 5)
Deliverables

The training plan is complete and specifies the training schedule and curriculum for the recipients of system administrator training and end-user training.

Customer will confirm the following:

- System administrators have been trained on all aspects of system configuration, individual and role-based security profiles, enterprise silo security settings and configurations, document template creation, and report queries and changes.
- System administrators are able to complete new configuration items with minimal assistance from PerfectMind.
- End users have been trained on all aspects of the system and can complete tasks within the system.
- Training materials and online learning center access have been delivered.

User Acceptance Testing (completed in month 6)

Deliverables

The test plan including test scripts, schedule, roles and responsibilities, and definitions of passed/failed test is provided to Customer and Customer is coached through the testing phase. Customer will conduct a complete test on the system to ensure the following is tested and passed:

- System functions
- Acceptance on available workflows and business rules
- Acceptance on available system reports

Go-Live (completed in month 7)

Deliverables The final data conversion has been completed and the system is pushed to the Production environment.

1 Implementation Methodology - Standard

PerfectMind's phased implementation plan will allow a comprehensive detailed roll out at a pace ensuring success for the City. We provide our customers with best-in-class implementation services that include but are not limited to the following:

- Providing project road map during project planning and discovery phase
- Fit-gap analysis for enterprise workflows
- Managing all enterprise requirements and technical specifications for the project
- Ensuring proposed architecture meets the organizational goals
- Ensuring successful implementation of the project by providing:
    - Project management services
    - Regular status reports
    - Quality control
    - Integrated public facing website
    - Technical deployment of a dedicated PerfectMind instance for the City
    - Data migration and verification
    - Technical integration with third-party applications

1.1 Project Management

PerfectMind aligns with the PMBOK methodology of project management. The project is broken into initiation, planning, execution, and closing phases. At each of these phases, we include client sign-off of the deliverables to ensure we are in alignment of what we expect to be delivered. Support will be provided by a dedicated Implementation Consultant who will be the subject matter expert on the implementation, with the Project Manager being an escalation point for any unresolved concern.

Project Communication

The City will be provided with both an Implementation Consultant and a Project Manager. The Project Manager will be responsible for all project communication (both internal and external) including the project plan and timelines using Salesforce Cloud Coach to control resource allocation and project tasks. The Implementation Consultant will be the City's direct point of contact for all technical issues.

Change Management

PerfectMind closely follows the PMBOK methodology for change management. The change management process defines an orderly and effective procedure for tracking the submission, coordination, review, evaluation, categorization, implementation, and approval for release of all changes to the project's baselines and requirements. Once a baseline for project scope has been established and signed off by both parties, any changes and or deviations to scope must be approved by both parties. Upon approval, depending on the size of the change, the project plan will be modified and communicated accordingly.

PerfectMind undertakes software development using an Agile approach with the Project Management team using a modified Waterfall approach to ensure a systematic approach to a phased implementation. This means small changes to configuration are allowed during implementation without affecting the project timeline. If the overall scope of project is changed during implementation, the project scope (and possibly the cost) can be affected.

Problem Management

PerfectMind has an established ticketing system where project issues are logged, assigned to a specific person, and monitored until a resolution is reached. The client is provided with a summary report of all external tickets associated with the project. For more technical related issues, our development team conducts root-cause analyses to ensure resolution of any software related issues. Escalation to the Project Sponsor and upwards to the CEO is available if the Project Manager is unable to resolve challenges. Budget updates are the responsibility of the Project Manager, supported by the accounting staff within PerfectMind.

Project Manager Responsibilities

PerfectMind's Project Manager will be the City's contact for initial project planning and ongoing project scheduling. Some responsibilities of PerfectMind's Project Manager include:

- Conducting the project kickoff call
- Confirming key information and distribute to internal teams
- Sending configuration documents
- Assigning resources to project
- Conducting regular status meetings to ensure that all resources are staying on task
- Managing milestone deliverables
- Sending Acceptance Forms and invoices

1.2 Implementation Plan

PerfectMind utilizes a waterfall project delivery model. The timeline will vary depending on organization size and project scope, with an average taking about 6-8 months from contract signing; the timeline will be verified and confirmed during the Discovery phase. The below phases can run in parallel at the discretion of the Project Manager. At the end each phase, the City must sign-off on the deliverables to ensure client satisfaction.

Phase 1: Project Kickoff

To kick off the project, PerfectMind hosts a conference call or meeting with the City's project team to outline the project structure and explain our approach to project delivery.

Phase 2: Project Initiation / Discovery

A detailed questionnaire will be sent to the City at the beginning of this phase. PerfectMind's Consultant will use the provided information to lead a multi-day Discovery session, which is an information gathering process used to investigate and understand the high-level details and unique business processes of the City of Orala. It allows our team to clarify what is important to a

client's business, audience, and industry. Here we will interview the team to develop an understanding of how they want the solution to be configured and customized, defining the processes and technical needs of the business. Where features are found to be out of scope or lacking, we will elicit requirements and have the requirements clarified, compiled and tracked by our Product Development Team. This will ensure longevity and success of the project.

Phase 3: Configuration and Administrator Training

The configuration phase is focused on creating a solution configuration that will maximize the system benefits from the information gathered in the RFP, contract agreement, and Discovery phases. The City will be responsible for building the database based on the direction of the Consultant.

Four distinct series of configuration sessions will be held. The solution is selectively configured to support the required business processes. Our project team will work to establish the required configurations and strategies that will lead into the next phase of the project.

PerfectMind follows the train-the-trainer model for efficiency and effectiveness of training. The City's Administrator team will be comprised of staff members who are technically proficient and will be responsible for maintaining the PerfectMind solution after the phase. The Administrator team members are expected to have time allocated to the project as they will be responsible for final configuration, data entry, and staff training.

Depending on client preference and size of the site, this phase can be completed onsite or offsite. PerfectMind recommends completing this phase onsite if possible.

Phase 4: Data Migration

PerfectMind offers two options for moving historical data out of a client's legacy system and into PerfectMind: Custom Data Migration and Manual Data Migration.

Custom Migration will be based on the contractual requirements outlined in the RFP and the contract agreement. PerfectMind will perform an automated data migration of select City of Orala data. The City will be responsible for cleaning their historical data prior to beginning this phase. PerfectMind's Professional Services Team will establish a separate Data Migration Environment that will be used to process and test the data transfer.

Manual Data Migration is used for clients who currently do not have a database, or if the data in the current legacy software is corrupt or inaccurate. This will give the City the opportunity to build a clean database with accurate data. PerfectMind recommends that clients complete manual entry of all data as this provides the opportunity to create a clean database and is a great training opportunity for staff.

Phase 5: Power User Training

Power User Training will follow the train-the-trainer model where the PerfectMind team will conduct training to a group of trainers (Administrators) at the City of Orala. The City trainers will be responsible for taking that knowledge and training all staff, according to their roles and responsibilities, on how to best use the system. Training will be conducted on a Test environment, which is a mirrored version of the Production environment.

Phase 6: Functional and User Acceptance Testing

PerfectMind provides clients with testing templates that will be used in confirming functional testing across each user profile type. The City can modify these templates as desired, but will be responsible for testing the system in its entirety. Issues will be communicated back to PerfectMind in a timely manner for resolution ahead of the Go-live date. In addition, PerfectMind will gather the expected volume of registrants and users to complete performance testing on the Production (live) server environment.

Sign off on this phase must be completed by both parties before proceeding to the Go-live phase.

Phase 7: Go-Live

After completing all necessary testing, the City and PerfectMind will finalize a Go-Live plan. This is a critical phase to ensure a successful Go-live. The team will conduct refresher training if the City feels this is required. The City can then move forward with either a soft or hard go-live, and the team will be on standby throughout the stabilization period to ensure all questions or challenges are addressed.

Phase 8: Project Stabilization

After Go-live, there will be a stabilization period as real-time scenarios and loads are experienced. During this phase, staff will become more comfortable in their roles and responsibilities using the system. Once both parties are in agreement, the project will be handed over from the Team to the Support and Account Management Team.

1.3 Data Migration

When implementing PerfectMind from a current system, PerfectMind creates a tailored migration plan for every location and site. The migration plan typically follows the trickle-down principle to minimize the downtime for the City. The duration of the migration project is dependent on:

- Complexity of legacy data
- Migration Plan and Scope (Objects, Fields, and Functions required for migration)
- Resource availability in completing the migrating validation and data clean up
- Accessibility of legacy data

PerfectMind offers two options for data migration:

- **No Data Migration (Fresh Start):** This method is selected for clients who currently do not have a database or the data in current legacy software is corrupt or inaccurate. In these circumstances, PerfectMind's implementation team will recommend the City to use PerfectMind without migrating legacy data. This will give the City the opportunity to build a clean database with accurate data. Event information, rental agreements, and financial information (such as account balances and GL information) will be added manually to the system. Customer account information can be added manually, or can be added to the database as customers register for courses or purchase memberships. PerfectMind recommends that the City complete manual

entry of all data as this provides the opportunity to create a clean database and is a great training opportunity for City staff.

- **Partial Data Migration:** For this method, PerfectMind will utilize pre-developed scripts and tools to migrate legacy information to the new system. The data and objects that will be migrated as part of this plan are:
    - Customer and Account Information
    - Customer Balances
    - Active Memberships
    - GL Accounts

Event information and rental agreements will be manually entered into PerfectMind. The automated migration will be first completed in a sandbox environment to be validated by the City. Upon receiving approval from the City, PerfectMind will perform the migration with a refreshed version of the data in the Production environment.

1.4 Testing

Training and testing phases will begin upon completion of the setup and configuration phase. A test environment (Sandbox) will be set up for the City during the Implementation phase. PerfectMind's Project Manager will work with the City to ensure all user acceptance testing is validated.

Functional Testing

During the Configuration phase, PerfectMind will build a demo database using the information gathered during the Discovery phase. This database is demonstrated to the City to show how information will be presented in the software. In addition, the demonstration will cover the main business processes and required functions communicated during the RFP, contract, and Discovery phases. This is an opportunity for the client to provide feedback on the template design.

Software Configuration Verification

The PerfectMind team performs software verification upon completion of the Configuration phase. The PerfectMind team conducts testing to ensure all modules are correctly configured. Testing is performed on all modules that require configuration including:

- User Permissions
- Organizational Settings
- Accounting and Billing Settings
- Automations and Workflows
- Facilities
- Fees and Rates
- Staff
- Permissions
- Service and Programs
- Memberships
- Discounts and Promotional Codes
- Products and Equipment
- Hardware
- Reporting

Operational Testing

Upon completion of the Configuration stage, PerfectMind will provide the City with a Sandbox environment in order to complete the necessary testing of the system modules. The Sandbox is an exact copy of the production environment. At this stage, the City can involve real users to test all business processes and modules.

Performance (Benchmark) Testing

In addition to the regular performance tests conducted by PerfectMind, a tailored benchmark test is conducted for every project. The following steps are completed during performance testing:

- **Identify the Test Environment.** Identify the physical test environment and the production environment as well as the tools and resources available to the test team. The physical environment includes hardware, software, and network configurations. Having a thorough understanding of the entire test environment at the outset enables more efficient test design and planning, and helps PerfectMind to identify testing challenges early in the project. In some situations, this process must be revisited periodically throughout the product's life cycle.
- **Identify Performance Acceptance Criteria.** Identify the response time, throughput, and resource utilization goals and constraints. In general, response time is a user concern, throughput is a business concern, and resource utilization is a system concern. Additionally, identify project success criteria that may not be captured by those goals and constraints; for example, using performance tests to evaluate what combination of configuration settings will result in the most desirable performance characteristics.
- **Plan and Design Tests.** Identify key scenarios, determine variability among representative users and how to simulate that variability, define test data, and establish metrics to be collected. Consolidate this information into one or more models of system usage to be implemented, executed, and analyzed.
- **Configure the Test Environment.** Prepare the test environment, tools, and resources necessary to execute each strategy as features and components become available for test. Ensure that the test environment is instrumented for resource monitoring as necessary.
- **Implement Test Design.** Develop the performance tests in accordance with the test design.
- **Execute the Test.** Execute tests. Validate the tests, test data, and results collection. Execute validated tests for analysis while monitoring the test and the test environment.
- **Analyze Results, Report, and Retest.** Consolidate and share results data. Analyze the data both individually and as a cross-functional team. Reprioritize the remaining tests and re-execute them as needed. When all of the metric values are within accepted limits, none of the set thresholds have been violated, and all of the desired information has been collected, testing is complete for that particular scenario on that particular configuration.

Final Acceptance Testing

Upon moving the client to the production environment, PerfectMind and the City will conduct the final user acceptance testing. User acceptance template documents will be provided by PerfectMind to assist with this process. User acceptance testing will be conducted on all system modules and components.

1.5 Training

PerfectMind develops tailored training sessions based on the specific needs of each client. PerfectMind's project team provides the City with a comprehensive training experience. Training is conducted during two distinct phases during the implementation process:

- **Configuration Training:** Initial training for administrators, functional experts, and IT representatives will be provided during the product Configuration Phase.
- **Power User Training:** Train-the-trainer sessions are conducted upon the completion of product configuration.

Configuration Training

During the Configuration Phase of implementation, stakeholders in all departments are provided with hands-on training on how to set up the software. The goal is to create the level of knowledge within the City's core administrator groups so they are able to modify and work with the software as needed without relying on a third party for support.

During configuration, the City's team is trained on everything from the basic global settings of the system to the granular settings that affect day-to-day use. This includes setting up customer accounts, memberships, billing settings, calendars, facility bookings, marketing, and point of sale. In addition to these, custom workflows and automations are created to reduce the time needed for manual work. The City's team will be provided with configuration "homework" and a training database to practice and truly understand the system.

Power User Training

PerfectMind's training team utilizes the train-the-trainer methodology. Our project team will train the City's selected power users to be proficient with the PerfectMind software. The City instructors will then conduct their own end-user training sessions for front-line staff. PerfectMind's Implementation team will work with the City to identify power users and schedule them for training sessions.

Every Power User training session builds upon information from the previous session for a thorough understanding of the system. Accessible for all audiences and skill levels, training sessions are comprised of overviews, demonstrations and hands-on practice for all applicable modules of PerfectMind. PerfectMind will work with the City to evaluate product knowledge throughout the implementation process to ensure that all power users are sufficiently skilled with the PerfectMind system.

The standard length of Power User training is 3 days; however, this can be customized to meet your organization's specific needs. A brief overview of PerfectMind's standard 3-day training plan is provided in the following table.

Day 1	Day 2	Day 3
Client & Account Management	Program Registration	Facility Booking
Point of Sale	Managing Attendance	Online Experience
Membership Sales	Marketing and Communications	

1.6 Transition to Production

PerfectMind's transition plan works within a hard go-live methodology in which the City will be using their current system while the PerfectMind solution is being implemented and tested. Once the City feels comfortable with the PerfectMind installation and signs off on the user acceptance testing milestone, they will be switched over from their current system to PerfectMind's platform on a specific go-live date. PerfectMind provides post-implementation support after go-live in order to ensure a seamless transition to the new system.

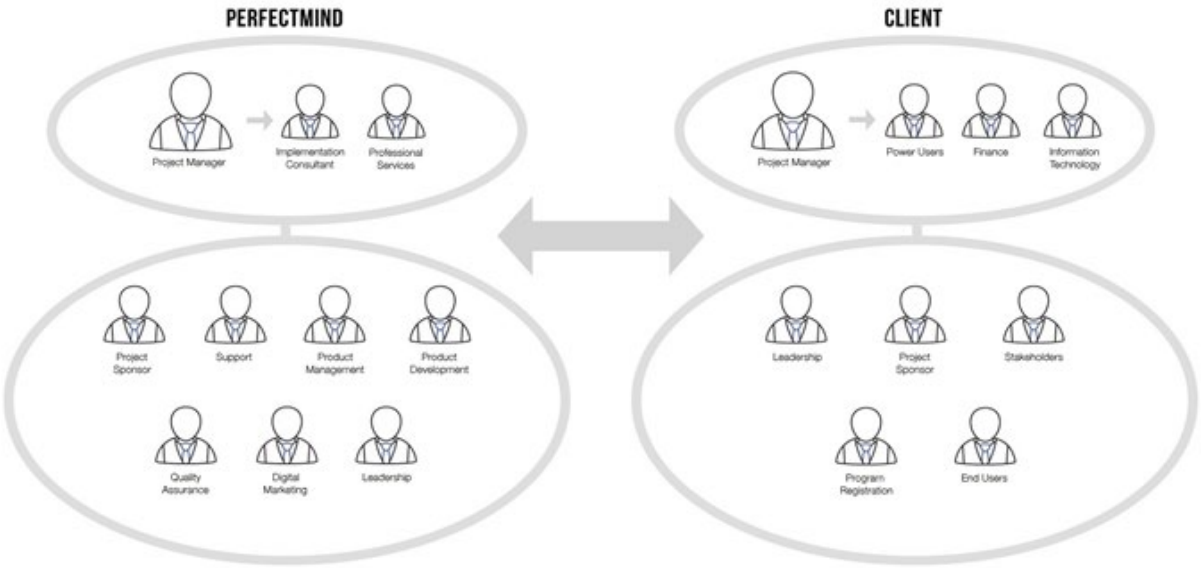
PerfectMind can take a phased approach to implementation if desired by the City; however our preference is to switch all modules over at the same time in order to fully test and practice on the system and take a client through all required work processes.

1.7 Project Team

The following table provides an outline of the PerfectMind staff and estimated percentage of project tasks allocated to each role. Staff assignments are subject to change based current utilization and availability at the time of project award.

Project Role	Brief Description of Project Responsibilities	% of Project Tasks (Hours)
Project Sponsor	Serves as escalation point; oversees the project team.	5-10%
Project Manager	Oversees the entire project from Kickoff until handoff to Relationship Manager.	40-50%
Implementation Consultant	Conducts business process review, provides train-the-trainer training, configuration training, and configuration assistance.	50-60%
Professional Services	Responsible for environment creation, permission configuration, database Q&A, workflows, Smart Client reports, custom documents, and data migration (if applicable).	5-10%
Development Manager	Custom development tasks.	As required

Project Team Organization Chart



1.8 City Role in Implementation

The City's team will be involved in all aspects of PerfectMind implementation. PerfectMind ensures the core admin team at the City has the knowledge necessary to customize and configure the application after Go-Live to satisfy ever-evolving business needs.

If data migration is required, the City would be responsible for providing and cleaning up data extracted from the legacy application. City staff will also be involved in data entry for some records. More details of the migration plan will be discussed during the discovery stage.

For training, the City will be responsible for organizing staff necessary to attend the training session. PerfectMind follows the train-the-trainer methodology, so upon completion of the training for trainers, the trainers (City Staff) are responsible to complete the training for other resources in the organization.

City staff will also be involved in User Acceptance Testing prior to Go Live to ensure all business processes for the City are configured in PerfectMind to the City's satisfaction.

City Staff Requirements

The following table provides an estimate of the percentage of time City staff are expected to be dedicated to the project during the time they are required to assist with implementation; this will be refined after a thorough Discovery session with the City. PerfectMind assumes that these staffing resources and any required hardware resources will be available when and as they are needed. Typically, PerfectMind will block 1 week at a time with staff for training, during which time they are required to be 100% dedicated to the project. The number of total weeks needed will vary depending on client size and project scope.

Staff Dedicated to Project	Brief Description of Project Responsibilities	% Time Dedicated to Project
Project Manager	Main point of contact with PerfectMind's implementation team; responsible for all project communication. Oversees project from start to finish; responsible for overall success of the project.	45%
Power Users	Consists of users from different functions, each contributing to the implementation project with their area of expertise such as program registration, facility booking, POS sales, equipment rental, etc. Power users will receive admin training, and they will be responsible for training the rest of the client staff.	50%
Finance	Work with PerfectMind's implementation team on accounting settings, GL accounts, and reports to ensure client's accounting and financial needs are met and accounts are balanced.	40%
Information Technology	Work with PerfectMind's implementation team to configure current hardware and work on customer integrations as needed, and work on configuring new hardware, if applicable.	40%
Leadership	To provide support on the implementation project and change management.	5%
Project Sponsor	To provide support on the implementation project and change management, as well as make important project decisions such as change of go-live date, delivery of training (onsite vs remote), and staffing needs.	5%

Program Registration	To work with the PerfectMind team to ensure programs and courses are entered correctly, and, if applicable, work on brochure export with the assistance of the PerfectMind team.	40%
End Users	The end users of the PerfectMind solution who are not a part of the core project team: front desk staff, volunteers, instructors, administrators, IT, accounting, and other user groups.	40%

1.9 Project Assumptions

Project assumptions are listed below; these will be discussed in more detail during the Discovery phase.

- Project staff / IT resources will be available when and as they are needed.
- Required hardware resources will be available when and as they are needed.
- Issues will be identified and resolved in a timely manner.
- Business needs will support the execution of the project.
- Subscription fee will be based on the number of locations and total revenue for the previous year the contract is signed.

1.10 Documentation

All implementation and training documentation will be provided to the City in soft copy or online format and can be printed and distributed to staff members as needed.

The documentation provided during implementation includes:

- Configuration Questionnaire
- Power User Training documentation
    - Agendas
    - Training Overview
    - Configuration Notes
    - Discovery Document
- End User Training agenda
- User Acceptance Testing plan and document
- Online help repository (https://community.perfectmind.com/s/help), which includes in-depth help files and articles

In addition to the above documentation, PerfectMind also provides release notes and training webinars for every software release to help clients stay up to date on the newest features.

1 Warranty & Support

1.1 Product Support

At PerfectMind, the success of our clients reflects how well we are doing as a company. Each department works together to ensure consistent follow-up and efficient resolution of outstanding issues. Through PerfectMind's online web portal, users can take advantage of extended support hours, informative webinars, and work order tracking. PerfectMind's support team is available by phone, chat, and email 24 hours a day, seven days a week.



Phone Support
Speak to a live agent to provide you with the answers you need.



Live Chat
Quickly connect to a live agent to answer your questions online.



Email Support
Send us an email and a support agent will respond as soon as possible.



Knowledge Base
Easily find the answers to all your PerfectMind technical questions using our online Help and FAQ.



Live Training
Take advantage of PerfectMind's educational classes with open Q&A.

Product Support – Service Level Agreement

PerfectMind's standard agreement includes 24/7/365 support for all technical issues regarding the platform. PerfectMind guarantees that all technical support calls will be answered by a live agent dedicated to your success.

Incident resolution times are tracked within PerfectMind and associated with every ticket logged. PerfectMind will respond to every reported issue in accordance with the incident level and will provide a solution to the problem according to the following tables.

24/7/365 Technical Support		
Description	**Response Time**	**Resolution Time**
Client reports an incident via phone, email, or chat	A live agent will immediately discuss the issue with the client	85% of incidents are currently addressed on the first call
The initial call requires escalation to Level II	The initial call will be transferred to a senior live agent to further discuss the incident with the customer	95% of escalated calls to Level II are addressed within the first call
The escalated call to Level II requires escalation to the development team	Level II agent creates a case for the development team to further investigate the incident	Resolution time will follow the SLA table below

Service Level Agreement		
Incident Level	**Description**	**Resolution Time**
Critical	This incident level is attained when the following conditions are met: • § complete inability to use the platform; or • § a reoccurring temporary inability to use the platform	Within the same business day
High	This incident level is attained when the following conditions are met: • § a significant degradation of the important features or functions available on the platform • § recent modifications to the platform cause some significant features or functions to operate inconsistently	Within 24 hours
Low	This incident level is attained when one of the following conditions are met: • § a minor degradation of some significant features or functions occurs; or • § a degradation of some secondary features or functions occurs	These issues will be reviewed and prioritized according to the severity of the issue. An estimate will be provided to the client within a week after the incident is reported.

1.2 Software Maintenance

PerfectMind provides the following maintenance services for our clients:

- Planned maintenance and software updates
- System monitoring
- Urgent maintenance

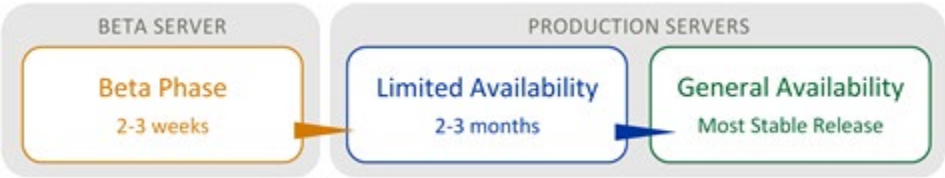
Planned maintenance will be performed during low-traffic platform hours (midnight to 3 a.m. PST), with a maximum of one update per week. All planned maintenance will utilize PerfectMind's required uptime performance levels unless it is conducted during the maintenance window or is necessary to address an issue with third-party software.

PerfectMind notifies clients of all planned maintenance a minimum of seven days in advance. In the event of urgent maintenance (resulting from events outside of PerfectMind's direct control), PerfectMind will provide as much notice as possible. The system is monitored at all times using both automated and ad-hoc tools to ensure the platform is performing as expected and exceptions are resolved in real-time.

Free Software Updates

PerfectMind's standard subscription includes platform updates for no additional cost during the life of the contract. Release notes, training documents, and a training webinar are provided for all major releases when the update is pushed to the Beta environment for client testing. Major platform updates are first released to select clients on the Beta environment, and are moved to Production environments after feedback is collected and enhancements are applied. PerfectMind offers two production environment options for clients:

- **Limited Availability (LA):** The Limited Availability production environment provides organizations the benefit of receiving new functionality and desired enhancements directly after the Beta period. As this environment contains the newest available features, hotfixes may be required to address small issues. The LA environment typically receives 8-9 releases per year, which are migrated to General Availability (GA) after 2-3 months.
- **General Availability (GA)**: The General Availability production environment provides greater stability than the Limited Availability (LA) environment due to having an elongated testing period. The GA environment typically receives upgrades every quarter, containing all features and enhancements previously released to LA.



Client Staff Requirements for Updates

Since PerfectMind is a Software as a Service solution, no City staff are required for updates to the platform. However, we do recommend an administrator group of 3-5 people responsible for making changes to PerfectMind's configuration following implementation.

Quality Assurance

PerfectMind's Quality Assurance team is responsible for ensuring each product release meets our stringent and rigorous levels of criteria. All development is fully tested at the functional, integration, and release stages. PerfectMind currently has thousands of test cases developed to cover all functionality in the system, and new test cases are prepared for every new feature. Releases are tested in different environments progressively getting closer from a development environment to the production environment. PerfectMind has Internal, Alpha, Beta, Staging, and multiple production environments.

1.3 Client Feedback and Requests

Client feedback is of the utmost importance to PerfectMind as it enables us to maintain a direct communication channel with our clients and update our product roadmap to ensure it closely matches client and market needs. To foster collaboration with clients and track all roadmap requests, we utilize an innovative software, Aha! (www.aha.io) which help drive our product roadmap and encourages our clients to interact with us on features and functionality. Within Aha!, clients can view PerfectMind's roadmap, suggest product features, and vote on current feature suggestions. PerfectMind's Development team monitors all client feature requests received through Aha!; if enough votes are received on a feature request, the suggestion will be added to the roadmap. The Development team considers best practices on usability requirements as client suggestions are analyzed, reviewed, and considered for implementation.

If a client requires a specific feature that is critical to their operations, they can engage our Professional Services team to custom-build the feature for additional cost.

Client	**City of Ocala**
Project Name	**Recreation Management Software**
	Response to Request for Proposal

Date:	Reference:	Attn:
November 16, 2021	**REC/210945**	**Selection Committee**

Original

November 16, 2021

City of Ocala
Selection Committee
828 NE 8th Ave
Florida

RE: Recreation Management Software Request for Proposal REC/210945

Dear Selection Committee,

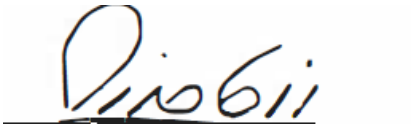
Enclosed you will find PerfectMind's compliant submission for the City of Ocala's Recreation Management Software Request for Proposal. On behalf of PerfectMind, I would like to thank you and the City of Ocala for the opportunity to present the advantages of PerfectMind's dynamic platform.

PerfectMind's hosted, web-based solution helps customer-based organizations create deeper relationships with their communities while increasing customer engagement, resulting in revenue growth and improved overall business performance. We realize that every organization is unique, which is why we offer a highly configurable, cost effective, integrated recreation management solution that can be adapted to suit the City's specific needs and work processes.

Our intuitive and user-friendly platform not only supports activity and facility management, but provides a robust suite of modules that provides extensive value to all organizations. With PerfectMind, the City will have access to unlimited user licenses, all modules and improvements, secure and reliable hosting with Amazon Web Services, and 24/7/365 support with no additional cost.

PerfectMind looks forward to the possibility of establishing a long-term partnership with the City of Ocala, providing you with an all-in-one recreation management solution that can evolve with your community. Please feel free to contact me if you require any additional information or clarification.

Sincerely,



VP, Operations
PerfectMind Inc.

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1 Vendor and Software Information

1.1 Company Profile

With PerfectMind software in use by more than 5 million users, in over 30 counties, PerfectMind Inc. is proud to provide clients in the parks and recreation, health and wellness, education, and association markets with the recreation and facility management tools they need to manage and grow their organizations. We strive to create the best solution for our clients, so they can focus on what's important to them – their customers.

PerfectMind's solution is easy to use, efficient, cost-effective, and accessible anywhere at any time from any device. Features and functions are customer-centric, giving your organization the power to drive your operations, program and facility management, finance, booking, and marketing in a way that fits with existing business processes. Our solution adapts to your organization, supporting you to attract new customers, connect with your community, and keep your business running smoothly. Facilitated by the combination of smart application development and industry standard technologies, PerfectMind's solution empowers organizations to connect with customers and staff both online and in person with seamless integration across various applications.

With our head office located in beautiful Burnaby, British Columbia Canada, PerfectMind has grown to more than 100 employees over the past 18 years. As a values-based company, PerfectMind encourages pride, support, and a relentless pursuit to innovate. Investing heavily in product development, customer service, and technical infrastructure ensures our clients get the solution and support they require to provide the best possible experience for their staff and customers. PerfectMind's commitment to innovation and top-tier customer service has led to recognition as one of the leading recreation management software providers in North America.



Platform as a Service

PerfectMind takes care of the updates and network maintenance so you can focus on your customers and community.

Company History

PerfectMind Inc. was founded in 2000 and was one of the first software companies working strictly with membership management businesses, PerfectMind's platform was created to solve operational headaches encountered by private member-based organizations, such as martial arts academies. PerfectMind started expanding into new markets in 2013 (including parks and recreation), while continuing to serve our large base of valued clients in the martial arts industry. PerfectMind was recognized as one of the 20 most promising CRMs by CIO Review in 2015 and was a finalist in the 2015 North Vancouver Chamber of Commerce Business Excellence Awards.

Today, PerfectMind is a leading provider of recreation and facility management software. With the on-going support of our clients, we're committed to supporting and empowering municipalities, health and wellness organizations, academic institutions, school districts, martial arts academies, multi-use recreational facilities, and associations around the world.

Our Mission

PerfectMind's mission is to become the recreation management solution of choice for municipalities and organizations of all sizes. We achieve this by continually developing innovative, intelligent, robust software solutions, giving your staff and customers the support and simplicity they deserve to flourish and participate, with a solution they can utilize and understand.

Equal Opportunity Employer

PerfectMind is proud to be an equal opportunity employer. All employment decisions are based on an individual's abilities, skills, performance, and cultural fit. PerfectMind does not discriminate against any individual based on gender, race, national origin, pregnancy, sexual orientation, age, religion, disability, veteran status, or any other basis protected by law.

Corporate POS

PerfectMind has developed an enterprise-wide cashiering and payment management solution, Citywide POS. PerfectMind's recreation management platform provides the foundation of our corporate POS solution, yet, Citywide POS will be a separate project with its own subscription, implementation, and integration fees. Current clients using PerfectMind's recreation management platform that purchase Citywide POS will receive a discount on the municipal POS solution and will leverage their existing agreement with no need to go out to RFP. Citywide POS is a centralized cashiering solution allowing real-time bi-directional integration, task automation, acceptance, and receipting of payment transactions across an organization's multiple business units. By interfacing with the financial system and connecting to back-end systems such as permitting, taxes, licensing, utilities, etc., Citywide POS will provide an organization's constituents a one-stop-shop to transact all of their business at the counter or over the web.

1.2 Account Management

PerfectMind is equipped to serve your customers and staff, providing complete access to all customer information, communication history, activity history, shared documents, and notes. Our platform is equipped to automate renewals, payment, and billing processes, allowing for easy calculation of fees for various customer groups, allowing online or onsite booking and orders of products and services. PerfectMind allows users to view multiple memberships on a single page with selective branded fields. Our solution has an exceptional account management system in place ensuring your community's facilities are organized and structured. PerfectMind provides a convenient user experience by easily allowing customers to book, register, and reserve online anytime from any device.

Flexible

Account management can be tailored and branded to reflect the City's work processes and practices. Fields can be added and changed to suit your organizations' preferences. The platform has been designed with our clients' branding and implementation needs in mind allowing for a solution that is familiar and works for your organization.

Duplicate Accounts and Merging

Over time, there is a chance of accumulating duplicate records. Within PerfectMind, users with the appropriate permissions can search for duplicate accounts and merge them, resulting in a better organization of records. Keeping your data clean and structured, PerfectMind performs automated duplicate checks when members create accounts online through the member portal.

Transaction Management

PerfectMind's intuitive platform supports the following features:

- Calculate and track customer balance
- Accept customer payments on account
- Produce customer statements

Split payments between cardholders and accommodate blended families or various household structures with PerfectMind's transaction management module. A transaction could include one or more invoices of one or more payments per invoice. For example, a payment on an invoice could be in cash with secondary payments coming off a credit card on predetermined dates; this means you can split payments between accounts while supporting multiple payment methods. This can benefit members who split payments between accounts because of their household structure or shared custody arrangements.

An invoice could be voided without interruptions to other invoices in a transaction; however, if a transaction is canceled, all attached invoices will be terminated.

Searching

The intelligent PerfectMind search fields are dynamic and allow users to quickly search and add all at once. For example, type in a customer's last name and watch as the system pulls up all information, relationships, and data related to the referenced customer. The search engine is optimized to help pick

the best keywords and find link-building avenues that can increase the search rank; moreover, our solution also has the ability to post adjustments to the customer account balance.

Streamlining the search process, PerfectMind allows users to access all related information to the customer within their account profile. View transactions, documents, schedules, emails, credits, level of participation within the customer's account. This can be organized by group or specific criteria for each account.

1.3 Membership Management

PerfectMind provides a highly integrated solution to help you manage different categories of memberships or levels of access, including:

- Unlimited/Ongoing
- Limited by time (e.g. six-month pass or one-day pass)
- Limited by class (e.g. punch pass)
- Limited by time and class (e.g. ten sessions in two weeks)
- Limited by date range (e.g. calendar year pass)

Memberships can have open-ended durations or fixed-term durations. The solution allows for customers to have more than one membership at any given time (e.g. an ongoing membership for the pool and a one-day pass for the yoga studio). Each type of pass will allow members to attend classes; however, each type of pass is tracked differently. It is important to sell passes through PerfectMind as the platform tracks remaining passes, expiry dates, and delinquencies. Memberships can be linked to specific payment plans, this means funds can be collected on a monthly basis (or however the system is set up to do so). Revenue is recognized as soon as payment is collected.

The customer account view provides staff with information on membership expiry, birthdays, and other special requests captured within the profile.

PerfectMind allows multiple options for client identification such as turnstiles, self-check-in, card scans, punch cards, and personal identification; furthermore, the solution produces and manages access cards for clients. Customer residency is determined during account creation. Fees (determined by the City and staff during the discovery phase), are tied to memberships and assigned automatically when selected; furthermore, create member profiles with client descriptions and notes, attach pictures of the clients, and family members for easy administration and recognition.

Family Passes/Memberships

Contacts are easily grouped together as a family or team using PerfectMind's Family Account feature, identifying who is related, preventing unnecessary emails, and keeping payments simple. Having a Family Account is easy and beneficial. The system enables a member to create a client login for the group or family, allowing members and clients to review their classes and account details online (e.g. a parent of two children can review and update classes for themselves and their children). Further to this feature, a joint client login can also be created for a Family Account to allow clients and members to book and manage their own group.

The platform allows you to limit the client count in a family pass by selecting the pass and setting the maximum (this limit is determined by the City and is identified during the discovery phase).

Suspend, Terminate, and Renew Customers

PerfectMind's solution can freeze or suspend all access to the facility as a temporary measure (e.g. due to vacation or a member's payment in arrears). The user has the option to permanently terminate accounts. The terminate function is available on transactions and passes, including termination of unpaid portions of any transaction. This means all scheduled invoices for the transaction could continue to be active or will be considered terminated and not charged; furthermore, any overdue invoice will remain active until paid. The PerfectMind solution allows for membership extensions; simply specify the desired dates to extend the membership. The solution allows for the automatic renewal of memberships. Simply configure the system this way, and watch as memberships are renewed with ease and simplicity, allowing you more time to engage with your community members and facility staff.

1.4 Activity Registration

PerfectMind's enterprise solution provides everything you need to effectively manage programs and courses including activity enrollment and withdrawals, allowing you to create a cohesive and easily manageable community around your business. With easy online and in-person activity enrollment and withdrawal options for staff and customers, PerfectMind enables business growth in just a few simple consolidated steps. Our flexible platform accommodates the most demanding needs, including:

- Automatic creation of semester and season programs
- Participant ranking
- Level management
- Limited or ongoing courses
- Private and drop-in classes/courses/lessons
- Flexible registration (FlexReg)
- Childcare management and preschool
- Extras
- Ongoing courses based on desired occurrence (daily, weekly, monthly, and yearly)
- Conflict management for facility, staff, instructor, and holidays
- Discounts, early birds, and promotions limited by time or number of participants
- Automatic notifications through text message, email, or mass voice broadcasting
- RSVP

With PerfectMind, you can define and assign the following features:

- Multiple and various fee structures
- Initiate season rollover
- Prerequisites
- Establish program enrollment
- Assign minimum and maximums

- Full or partial refund options accommodating multiple payment types (credit card, debit card, or other methods of payment)
- Set online enrollment dates
- Restrict fees based on residency and membership status
- Create custom questions to gather additional information from registrants
- Tie activities to General Ledger account codes
- Waitlist and full roster management

If permissions allow, customer details can be accessed by staff. These include but are not limited to the following details:

- First and last name
- Street address
- City or state
- Postal or zip code
- Phone numbers
- Email/Facebook/Twitter
- Birth date
- Age
- Gender
- Contract ID numbers
- Family/household ID numbers
- Denotation of primary
- Customer balance
- Customer type
- Text notes

All information related to the activity including status, enrollment, waitlist, space available, date of activity, start and end times, facility location, activity location, costs, cancellations, pay now, and refund options are all viewable and manageable through PerfectMind's solution, allowing your business to run seamlessly. All fields within PerfectMind are customizable. The activity enrollment and withdrawal process can be tailored and branded to reflect the City's work processes and practices. The platform has been designed with client branding and implementation needs in mind, enabling a solution that is familiar and works for your organization.

1.5 Activity Setup

PerfectMind has the ability to accommodate your businesses most stringent tasks, enabling you to service customers with greater efficiency enhancing internal operations. With our robust platform offering a tailored and customized solution to your organization's needs, we enable clients to use PerfectMind as their core business management solution aiding with everyday activity setup and management. Our solution makes activity setup simple and painless, while being easy to manage and understand.

PerfectMind helps organizations manage all aspects of their facilities' operations with an efficient and easy to use Activity Setup feature, allowing for quick and easy online or onsite activation and registration for all types of bookings. The solution can automatically create semester and seasonal programs with various rollover options giving you the ability to ensure full course loaded schedules are in place with selected details for the following seasons. All fields are configurable within PerfectMind and will be identified during the Discovery phase. The City administrators will have the ability to add or delete fields at any time.

PerfectMind supports the following activity types:

- **Appointment:** Event has only one occurrence and one attendee (e.g., private lesson or fitness evaluation)
- **Single Booking:** Event has many occurrences, but attendees enroll in one occurrence at a time (e.g., a drop-in class or seminar)
- **Course:** A series of events with a fixed schedule, and attendees must enroll in all occurrences (e.g., marathon training or fitness class)
- **Custom Booking:** Users choose the sessions that are convenient to them and pay a fee accordingly, rather than commit to both the schedule and price of the entire series of a Course (e.g. summer camp or daycare).

Once an activity has been created and enrollment is maximized, administrators can enable the waitlist and the registration will automatically default there. Waitlist information is viewable from the course list page with the waitlisted clients and their applicable queue order.

Cloning Activities

Users can save a duplicate of an existing activity by cloning it. The system will copy many of the original attributes to the new activity to minimize the amount of work needed to complete the data entry. Users can clone an individual occurrence, or an entire series. Cloning an activity series (such as a course) is especially useful if you want to:

- Offer the same course from a previous season in a new season
- Duplicate one skill level to apply the same attributes to another skill level

Users can choose whether to clone the list of attendees in one activity so that they can also participate in another. For example, cloning a swimming course will help you carry forward a group of attendees from one skill level to another.

Activity Linking

Multiple activities (appointments, single bookings, and courses) can be linked together in an Event Group. An Event Group enables the City to set a total combined program capacity for multiple activities. As soon as the capacity is met across all activities, the system will not allow further registrations; this is helpful to reduce safety concerns related to overcrowding. For example, the total number of registrants for all swimming classes running at the same time should not exceed the actual capacity of the swimming pool.

Event Groups also enable users to link multiple levels of courses together to create a program track. For example, a First Aid program may include several different courses that attendees must complete to receive a first-aid certificate.

Activity Setup Features

- Configurable class levels.
- Pass/fail tracking for courses.
- Prorate classes for late registration.
- Programs and the activities are linked to facility and room reservations.
- Specify age restrictions to come into effect on a particular date.

- Interactive attendance functionality, plus non-attendee tracking for marketing follow-ups.
- Ability to generate mailing lists and labels from registration lists.
- Disable the ability to delete courses with paid or enrolled customers to minimize the possibility of deleting an active course in error.

1.6 Custom Booking and Childcare

With an easy to use, flexible, modular format, PerfectMind's solution simplifies the management of advanced custom bookings such as childcare registration or day camps both online and on-site. PerfectMind's highly intuitive registration platform enables enrollment of individuals into multiple sessions at the same time (e.g. morning, afternoon, and evening), in a single transaction. Customers can choose the sessions that are convenient to them and pay a fee accordingly, rather than commit to the schedule and price of the entire series of a standard course.

Multiple fee and payment options can be assigned to a custom booking event group, allowing you to provide different rates to residents, non-residents, members, non-members, and the general public. Different fees can be set per session, per day, and per week, enabling the City to provide discounted rates to customers for booking multiple sessions. Fees are calculated automatically and updated dynamically as sessions and extras are added or removed.

Custom Booking and Childcare Highlights:

- Sell optional or required extras and equipment at the time of registration for each session (e.g. hot lunch).
- Parents or guardians can search and view the custom booking schedules online.
- Tax receipts can be printed or emailed on a yearly basis.
- Receipts can be generated through the reporting engine or the document application using a custom receipt template.

1.7 Facility Management

PerfectMind makes booking a facility hassle free both online and on-site. Our Facility Management module is optimized for use on all devices, and enables users to manage:

- facility dependencies
- advanced availability search
- multiple rates and fees
- payment plans
- operational hours
- booking conflicts
- online facility reservations
- interactive facility maps
- questionnaires and alerts
- rental extras and add-ons
- customizable contracts with digital signatures
- integrated lighting options

PerfectMind's customizable Facility Management module helps save time and increase operational efficiency. Facility calendars provide staff and customers with a real-time view of availability across your network of fields, swimming pools, courts, arenas, and other public-facing amenities, and our integrated conflict manager eliminates the risk of double booking. PerfectMind makes facility reservations simple

and painless, whether you are completing a single reservation or multiple bookings. There is no delay when generating contracts containing over 100 reservations.

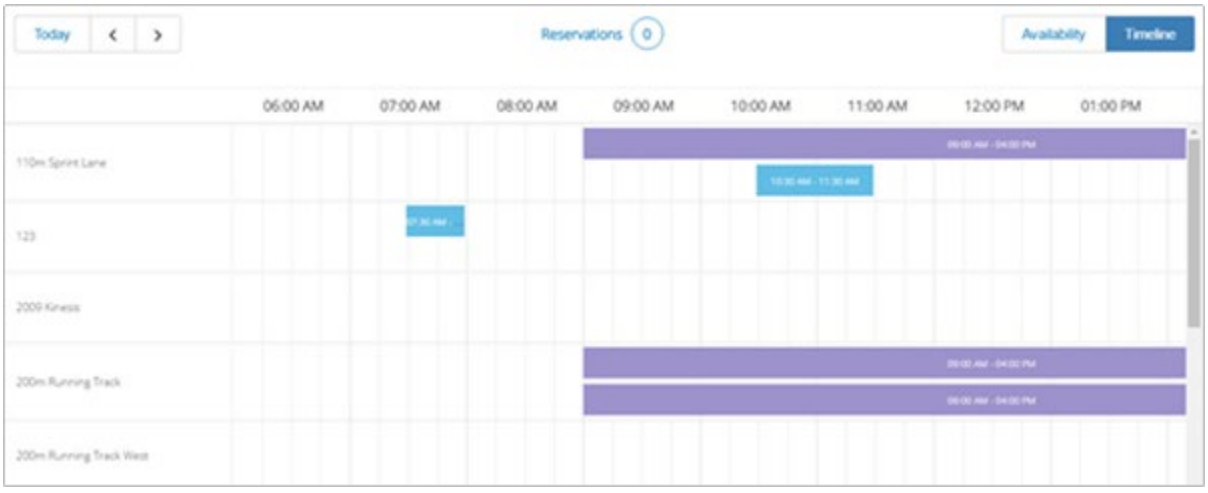
PerfectMind's intuitive search capabilities help staff and customers easily identify available resources that meet their rental needs. Users can search for a facility by keyword, including facility name or contract ID. PerfectMind also offers an advanced availability search, which sets a time range and duration for a booking starting from a specific date, and can search particular days of the week. Users can also filter by calendar, service, facility type, location, and amenities in their availability search. Search parameters can be saved for future use if needed.

Users can choose between two views in the facility schedule:

- **Availability View:** Displays a horizontal view of facilities with color-coded blocks indicating availability. Users can click on a block to show the availability details for that specific time.



- **Timeline View:** Displays all existing events that connect with the facilities you have selected in your search. Existing reservations appear in the color that is associated with the facility calendar they were created in.



Easily reserve events that cover multiple days and multiple venues within your organization using custom repeat patterns. Users can select independent booking dates to create a booking series, and modify or add any date within a recurring series without breaking the original repeat pattern. Using dependencies, customers can book an entire facility, or a partial portion (e.g. one lane of a swimming pool instead of the entire swimming pool). If a partial portion is reserved, the entire facility will no longer be available for booking. Extras and add-ons (such as equipment) can be attached to any facility reservation, and can be required or optional.

Custom questionnaires can be added to the service level of any facility which will be activated during the reservation process. This is where you can ask customers to provide any information required for a reservation, including room setup preferences, waivers, or terms of service agreements. Multiple questionnaires can be added to a single facility if multiple services are attached to that facility; for example, a facility may be used for both Basketball and Volleyball services which require different questionnaires.

Multiple reservation rates can be assigned to a facility, including prime time/non-prime time rates and fees for residents/non-residents. If a reservation overlaps between two rates, the system will automatically charge the correct rate for each of the hours booked. For example, if prime time hours are 9am to 5pm and a reservation is booked for 4pm to 6pm, 1 hour will be charged at the prime time rate and 1 hour will be charged at the non-prime time rate. Multiple payment plans can be configured for facility reservations, including equal payments, term payments, or custom payment dates.

Quick Rental

For simple facility bookings that do not require a contract, PerfectMind offers a Quick Rental option. Users can select the facility and time for the reservation, then proceed directly to the Point of Sale system for processing. The system will run the conflict manager and any associated questionnaires, then will proceed to the payment process, including the addition of any applicable extras, fees, taxes, and discounts. If there is no fee for a quick reservation (for example, booking a tennis court that is free for members) the Point of Sale system will be bypassed and a receipt will be generated for the reservation.

Online Facility Booking

Facility information and reservation options can be available to staff and customers online at the City's discretion. There are four options to choose from when setting up facilities for online booking:

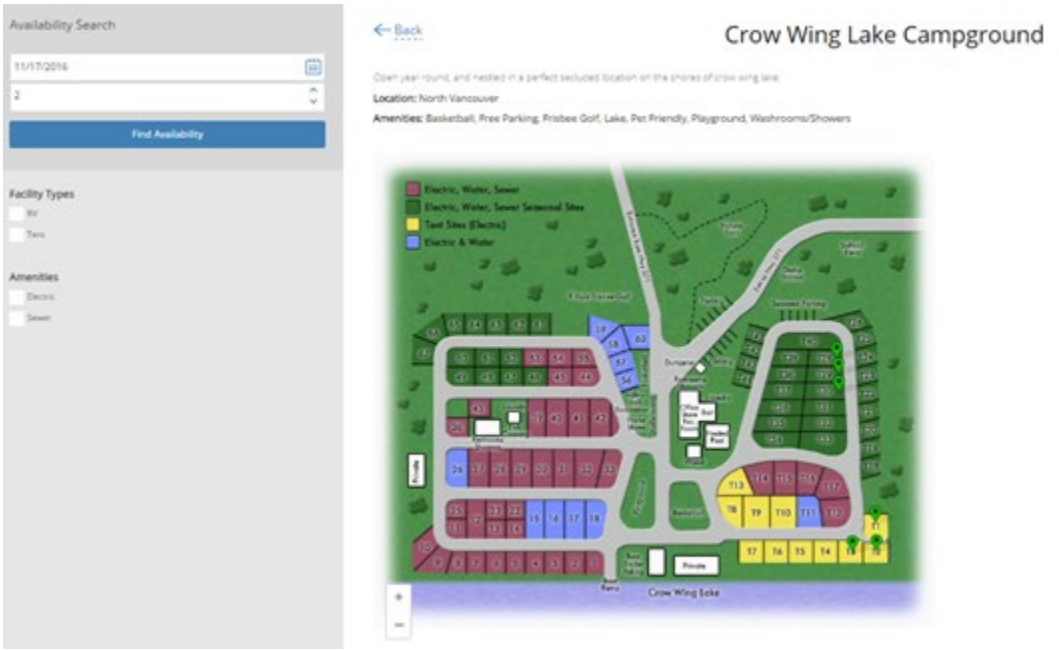
- **Allow Reservation:** Allows reservations to be completed online without staff approval.
- **Allow Reservation with Approval:** Reservation is placed in a "tentative" state pending staff approval. Staff members must contact customers to complete reservations.
- **Show Information and Availability:** Displays the searchable availability schedule of a facility. Customers must complete reservations over the phone or in person.
- **Show Information:** Displays only the facility information. Customers must complete reservations over the phone or in person.

The City can also set a maximum limit for online bookings a customer can complete, either by the total number of all future reservations, or by the total number per bookings per day or per week. This is helpful during busy seasons, so facilities aren't all booked up by the same customer.

Interactive Facility Maps

Make the online booking process simpler and more visual with customizable facility maps for gyms, pools, classrooms, campgrounds, courts, marinas, and other facilities. Customers can conveniently view a group of facilities on an interactive map that provides an overview of a location's physical space and includes clickable pins, each corresponding to a unique facility. Once a facility is selected, users can view and search facility details, amenities, and available booking times.

Campground Map



Facility Lighting

PerfectMind works seamlessly with Musco Sports Lighting and Skylogix Wireless Switching and Monitoring Solutions, allowing you to manage facility lighting and related fees with full control and flexibility. This may reduce the amount of power consumed by facilities, as the lights can be turned on only when a facility is reserved.

Our automated lighting integrations are fully configurable, and facility lighting can be set to turn on and off at predetermined times. For example, if a facility has LED lighting, lights can be turned on 15 minutes prior to an event start time to allow the lights to warm up. Fees for lighting options are just as flexible – you can choose to bill customers for lighting, and can modify fees to apply per time block, or charge a flat fee. PerfectMind's solution automatically determines the times of sunrise and sunset, which enables the City to charge fees only when lights are being used. Any facility calendar updates or changes are automatically updated to the lighting service's control panel, which can be manually adjusted if required.

1.8 Point of Sale

PerfectMind's robust point of sale module streamlines the checkout process for both customers and staff. Easily record sales transactions, print or email receipts for customers, and manage product pricing, discounts, and inventory. PerfectMind's Point of Sale module is intuitive to navigate, and has a dynamic layout compatible with mobile devices and tablets.

PerfectMind maintains and stores receipts and endorsement documents in user-defined formats. The solution allows for item prompts as required by the City. Customizable for any product, administrator privileges allow you to add or remove prompts as needed. These can include:

- Discounts
- Promotional codes
- Gift Cards
- Early bird pricing

Customers and staff can search for any product within the City's inventory using various item attributes. Products and memberships will appear together in the same search results, unless filtered by tab group. Custom PLU buttons can be easily created within PerfectMind to enable groupings of items including the placement of frequently sold items.

Supported Payment Types

PerfectMind supports the following payment types:

- Cash
- Check
- Gift Card
- Debit Card
- EFT/ACH
- PayPal
- Account Credit
- Visa
- MasterCard
- American Express
- Subsidy
- Custom Payment Types (i.e. rewards)

Payment Plans

PerfectMind's point of sale module includes the option for customers to Pay Now or Pay Later using a pre-defined payment plan. The City can configure multiple payment plans that will be available for all customers; for example, the City could offer 3-month, 6-month, and 12-month payment plan options. Both Pay Now and Pay Later amounts can be split between multiple payers and multiple payment methods. This split payment feature is beneficial for blended families, or customers who prefer to split financial responsibilities.

Inventory Management

PerfectMind's point of sale module provides fully integrated inventory management features. The customizable platform enables the City to create unlimited products within the online store, with branded store interfaces and featured products by location.

As the City sets the inventory threshold, the system can alert users when inventory thresholds are reached, and can automate the reorder process if required. This function can be turned on and off by the administrator.

Receipts

PerfectMind can generate a receipt to include the following:

- Organization name
- Address
- Date
- Parent and child name
- City tax ID number
- Fees: membership, regular, late, additional, field trip, and release date feeds

Point of Sale Highlights

- Fully responsive layout is compatible with mobile devices and tablets.
- Purchase multiple memberships in a single transaction.
- Assign memberships and activities to a customer other than the payer.
- Add multiple fees or taxes to memberships, residents, non-residents, facility bookings, and courses.
- Items, Products, and Memberships are grouped by tab for easy navigation.
- "Frequently Sold" buttons can be configured by location. Simply tap a button to add the associated item to the cart for purchase.
- Update Discounts, Taxes, Price, or Item Properties (e.g. color or size) directly from the cart screen.
- Void any scheduled payment, preventing the payment from being processed.
- Refund or credit processed payments in real time to the original form of payment or to a General Ledger account.
- Refund permissions can be adapted or configured based on the user profile. This means that users will not have the ability to process refunds without the appropriate permissions.
- All account information is recorded per user and per location site.
- PerfectMind is PCI compliant, and only stores the last four digits of credit cards in line with PCI standards.
- When adding a new product, administrators can select if the price will be inclusive of tax, or not. This enables flat fees, with no hidden charges.

1.9 Payment Processing

PerfectMind will not be your organization's payment processor. We do however forward the card information, which is why our company and software needs to be a certified PCI compliant. We do not store credit card information in its entirety, instead we simply store the last four digits in conjunction with PCI standards. PerfectMind can integrate with the City's desired payment processing vendor for a one-time fee, making the transitional process familiar and comfortable. Or, if preferred, the City can work with

one of PerfectMind's integrated processing partners for no additional cost. PerfectMind is currently integrated with the following payment processors in the United States:

- Vantiv Integrated Payments
- Elavon
- Bank of America
- Global
- EVO Payment
- Payliance
- Paytrace
- Paysafe

1.10 General Ledger and Accounting

PerfectMind has an internal general ledger that tracks financial accounting for all transactions, such as revenues related to classes, programs, and facility rentals. The General Ledger is central to the financial management system, the source of the transactions and balances that define the financial state of your business. PerfectMind's Accounting module incorporates income, expenses, assets, and liabilities, capturing the business context and measures of your operation. The software makes it simple and easy to export the data and import it to a third party financial or accounting software without manually charging a fee.

Exporting Financial Information

PerfectMind offers free standard financial export templates that the City can utilize to import accounting and GL information into your third-party financial solution. Alternatively, a fully customized export file can be created for an additional cost which would be determined after reviewing the export specifications. Financial exports/imports can be completed manually by City staff or automated using a secure FTP drop on a preset schedule (daily, weekly, bi-weekly, etc.). The City can also run manual GL exports at any time.

General Ledger and Accounting Highlights

- Create unlimited General Ledger accounts
- When selling a pass or membership online or onsite, invoices will be automatically generated and processed to the applicable payment plan tied to the membership. Different General Ledger accounts can be assigned to each membership, allowing the system to take care of deferred revenue
- Assign multiple revenue General Ledger accounts for any facility booking, reservation, or equipment rentals. Users can define the General Ledger account for the applicable facility or equipment; thus, allowing the system to compute the deferred revenue
- Assign multiple revenue General Ledger accounts for any sales item such as memberships, events, and Point of Sale items. Users can define the percentage split of each income associated with the different General Ledger accounts
- The user has the ability to manually create and modify a post-dated transaction; in fact, the software solution has a pay now or pay later feature creating a user-friendly Point of Sale system for all that access the site. If the user has opted for this module, A/R accounts will be updated according to the General Ledger report
- Manually enter account numbers to adjust posting between General Ledger Accounts

- Void and/or forfeit any scheduled payment, preventing the payment from being processed
- Payments that are processed can be refunded or credited at any time. Users can choose to refund the amount to the original form of payment or refund to a General Ledger account. General Ledger reports will reflect the changes using accrual or modified-accrual based accounting
- General Ledger account information can be printed, emailed, or exported to Microsoft Excel at any time

1.11 Reporting

PerfectMind's solution includes over 100 reports for finance, operations, marketing, and other divisions, removing the need for additional reporting software. The proprietary built-in reporting engine enables the City to select from multiple filters to ensure each report meet your business needs. Users can create and access reports online from any device, providing staff with the ability to track facility utilization, number of memberships sold, and class enrollment at any time. Reports can be run on an ad-hoc basis and can be exported in CSV or XLS format.

Activity Rosters

PerfectMind enables organizations to produce roster reports sorted by alphabetical or chronological entry order, team name, or age. Roster reports include the following options and data elements:

- All rosters for a facility, category, instructor, or supervisor
- All rosters for activities starting within a specific date range
- “Brief” or “Expanded” roster formats
- Printed rosters, or mailing labels for participants on a roster
- Inclusion or exclusion by enrollment type (such as wait list) and refunded entries

Financial Reporting

PerfectMind provides standard consolidated day-end financial reports that contain combined totals from all functional areas including enrollments, reservations, and membership sales. Users with appropriate permissions can group several General Ledger accounts by income and account type, and generate these reports for tracking. PerfectMind allows the user to define General Ledger accounts by site. Users can then choose to view the General Ledger account information for their site only when setting up activities and generating reports.

Robust Filtering

PerfectMind provides staff with user-controlled selection screens prior to running each report. These selection screens allow the user to narrow the report by choosing only relevant data or user applicable information. This could mean running a report for just a single center, for a single or group of facilities,

with specific dates and times. Robust reports with customizable filters include but are not limited to the following:

- Activity number and name
- Category, instructor, and location
- Activity status
- Beginning date and time of course
- End date and time of course
- Registration start date
- Instructor payment data
- Revenue account

Ad-Hoc Reporting

PerfectMind's platform provides permission-based access to all data included within tables and fields. System reports are defined for billing, attendance, and similar core functionalities. Grid views and chart views can be generated for any table defined in the system. Other means of accessing the data for export to more sophisticated statistical analysis and charting tools are also provided through table exports to third-party solutions, if required.

1.12 Standard Reports

PerfectMind's solution includes the following standard reports:

Accounting Reports	
• A/R Aging Summary • Deferred Revenue • Detailed Deferred Revenue • General Ledger • GL Adjustment • GL Assignment Audit	• Income & Loss • Journal Entries • Monthly Revenue Forecast • Punch Pass Revenue • Staff Payment Estimate

Bank Reconciliation Reports	
• Payment Detail – Cash • Payment Detail – Check • Payment Detail – Credit Card	• Payment Detail – Debit • Payment Detail – EFT • Payment Summary

Membership Reports	
• Expiring Limited Passes • Expiring Punch Passes • Frozen Memberships • Membership by Status	• Membership Cancellations • Membership Renewal • Membership Sales • Membership Scans

Daily Cash Out Reports	
• Cash Out Report (Cash Only)	• Cash Sales – Open to Close

Marketing Reports	
• Broadcast Recipients • Broadcast Summary • Campaign Logs • Consent Emails	• Emails Bounced • Email Delivery • History Log • New Online Members

Time Card Reports	
• Hours Last 7 Days • Hours This Month	• Hours Today

Level Promotion Reports	
• Promotions This Month	

Members Reports	
• Customer and Account Statement	• Tax Receipt

Financial Reports	
• Activity Extras	• Facility Booking with GL Assignment
• Bank Reconciliation	• Facility Contract Extras
• Bank Reconciliation (AMEX)	• Gift Card Sales
• Billing & Payments	• Gift Card Usage
• Cash Reward Details	• Income Forecast
• Cash Rewards	• Instructor Agreement
• Course Revenue	• Memberships By Month
• Credit (Owing)	• Outstanding Credit by Account
• Credit Summary	• Outstanding Credit by Contact
• Daily Cash Balance Report	• Overdue
• Discount usage	• Payroll
• EFTs in-Progress	• Products by Month
• Expense By Category	• Sales Information Report
• Expense By Vendor	• Security Deposit Deduction
• Expiring Credit Cards	• Subsidized Service Status
• Facility Booking	• Successful Payments
• Facility Booking Invoice	• Taxable Sales

Scheduling & Activity Reports	
• Activity Attendance Sheet - Daily	• Event Roster by Series
• Activity Attendance Sheet - Monthly	• Event Roster by Session
• Activity Registration Summary	• Event Roster with Attendance
• Appointments Attendance Sheet	• Facility Audit Report
• Attendance Sheet	• Facility Schedule
• Brochure Export	• Facility Usage Report
• Contracts to be Completed	• Maintenance Report
• Courses Status	• Prompts Report
• Event Conflict Report	• Reason for Cancellation
• Event Group Roster	• Service Audit Report
• Event Master Report	• Sessions Report With Revenue

1.13 Online Customer Access

Providing the best experience with easy online access is a necessity to your customers and community. PerfectMind accomplishes this with its responsive and social platform. The apps and website integration run flawlessly for both your staff and customers. Regardless of screen size or browser type, PerfectMind's

responsive platform allows the City's customers to access all public areas of the site while at home or on the go, without having to download a mobile app.

PerfectMind provides a modern and user-friendly interface for the public to access the City's recreation and facility services. Visitors to the City's website can view class schedules, register for courses, book facilities, purchase memberships and other POS items, and manage their accounts with ease from any computer, tablet, or smartphone. PerfectMind is fully functional across all operating systems (iOS, Android, and Windows), allowing for full operation on all platforms and devices (mobile, tablet, PC, and MAC). The only requirement is an internet connection; furthermore, clients and members can login with their social media accounts.

The City can enable and disable what information they want to be presented online and create customized widgets (an application, or a component of an interface, that enables a user to perform a function or access a service). PerfectMind will provide a link or an embedded code with custom CSS to be added to the City's website.

At the discretion of the administrator, PerfectMind will provide web access to these modules and features. PerfectMind provides clients and users with a single access point for the public to manage their recreation activities and services. Customers will be able to access password reset, tax receipts, permits, and schedules for themselves and other family/organization members.

The solution enables social sharing of content by clients and their customers using a variety of social channels to update their networks and share their fitness bookings, purchases, registrations, and experiences. This allows people in their networks to easily view information and sign up for the same programs, products, and services. The ability to socially share helps generate positive feedback, word of mouth referrals, and grow revenues.

PerfectMind can be configured show all or some of the activities offered by the City on the online registration portal, including but not limited to the following:

- Activities
- Facilities
- Programs
- Memberships
- Store

PerfectMind checks customer names and email addresses to prevent creating duplicate accounts online and includes an automatic duplicate account search feature. This allows duplicate accounts to be quickly and easily merged without losing transactional information. Staff can search by email, name, and telephone number to find and merge duplicate records.

Password Management

PerfectMind's solution allows customers to access their account information over the internet with a personalized assigned username and password. Customers can book classes, make online purchases and change their account information. The City can specify what information customers can access or change online.

Using a Facebook account, users can adjust their account and reset their password. When a password reset is requested, an email is generated with the following enforced reset instructions:

- Passwords must be a minimum of six characters in length
- Passwords must not contain more than two repeating characters (e.g. 111222 is not a valid password and will not be accepted)
- Passwords cannot contain a sequence of characters (e.g. 123456 or abcdefg)
- Passwords can be reset when forgotten

Below are some optional password security features:

- Minimum password length (between six and sixteen characters)
- Contains lowercase letter
- Contains uppercase letter
- Contains number
- Contains punctuation mark
- Enable password history check (cannot use any of the last five passwords)
- Lock out by IP address
- Lock out by hours

1.14 Online Document Center

PerfectMind provides the ability to scan, upload, share, and manage documents (e.g. annual waivers, permits, tickets, medical forms, and proof of staff certifications) in the hosted database within the cloud. Populate a variety of documents such as waivers, contracts, and disclaimers using PerfectMind's mail merge functionality. Create custom labels, membership cards, and gift certificates with your logo and branding standards. The document management solution has the ability to obtain a physical signature or an electronic signature that can be stored in the system.

New documents can be created directly through the Document Center. These can be a variety of forms, waivers, and disclaimers. Files can be created on any computer and the merged fields from PerfectMind can be added to the document through the document editor. This editor will function similarly to Microsoft Word, Pages, and Open Office, giving the user a familiar feel. Any documents created outside PerfectMind can be added for simple organization and storage; however, only HTML documents built in PerfectMind and Word documents are supported for merging.

Digital Signatures

PerfectMind helps you save on paper, ink, and postage when you give your members the convenience of signing documents such as waivers and agreements electronically. With the addition of a new signature field, your clients can digitally sign documents on any electronic device. Members no longer need to worry about coming into the office to sign documents, with PerfectMind simply email the document to the applicable members and check later for verification and completion. Signed and completed documents can be saved in the contact's profile, a module of Account Management.

Highlights of Document Center

- Customize boilerplate contracts and create several types of standard contracts and other forms.
- Create and modify contracts complete with all relevant details.
- Retrieve data to generate quotes, receipts, and fees for members.
- Create, print, and modify contracts, work orders, and waivers.
- PerfectMind has workflow capability to upload and send contracts for approval to other City team members and staff.
- Send contracts, work orders, and documents to clients and staff electronically.
- Upload and print templates for contracts, work orders, tickets, and event checklists.

1.15 Calendar and Scheduling

Prevent scheduling conflicts, increase operational efficiency, and simplify the facility booking process for your staff and customers with PerfectMind's customizable calendar. The PerfectMind calendar is shared across the platform to organize your events and bookings, and provides ready access to related functions like managing services, staff, and facilities. The calendar provides automated conflict alerts, providing staff and customers with a real-time view of facility availability and operational hours across your network of fields, courts, arenas, and other community facing facilities.

The PerfectMind calendar can be edited, revised, and printed by staff and clients with appropriate access from any device that is connected to the internet. The calendar easily integrates with the City's forward facing website, providing the public with real-time access to schedules, facilities, and activities.

Calendar Highlights

- Customize columns shown by clicking the arrow beside a column title and selecting from the drop-down list.
- Search by keyword, course ID, or contract ID to easily find the facility or event aligning with client needs.
- Filter calendars by a period of time, age, gender, service, and season.
- Manage full-time and part-time employee schedules and availability.
- Define color, default view, and time scale (e.g. intervals of 15, 30, or 60 minutes), and groupings (e.g. group by staff member) for each calendar.
- Set up automated reminders about events for attendees.
- Export calendars to PDF files to print or save offline.
- Choose to show or hide canceled events.
- Share events to various social media platforms.
- Set recurring operational hours for statutory holidays. Simply set the holiday hours once, and the system will apply it to all future years.
- Customize the text that appears on the online calendar when online reservation for a facility is closed. Instead of "Call to Reserve", you can include custom text up to 15 characters (for example, a phone number to call).

1.16 Communication and Marketing

PerfectMind's solution includes exceptional built-in communication and interaction tools, giving you the options and variety to effectively connect with customers and staff. Accommodating all individuals and preferences, communication through PerfectMind can be done by voice broadcast, text messaging, and email. Users can create a mass voice broadcast to notify contacts about important updates and alerts (e.g. the closure of a facility due to inclement weather, or a special promotion). At any given time, users can utilize voice broadcasting to contact specific targets (customers, employees, residents, or non-residents) or communicate important alerts, promotions, and updates. The platform allows staff to send text messages (SMS) to a designated group of recipients. Per-use costs will apply for SMS and voice broadcasting services.

PerfectMind's solution includes a built-in email application. This allows you to send emails from directly within the system to one or many individuals, accounts, and companies. With no need to export and import to another software, PerfectMind allows you to take advantage of email marketing technology maximizing your delivery and open read email rate. Successfully send mass emails to groups or selective individuals hassle free without needing to copy and paste email addresses and templates.

Adaptable to any email template, PerfectMind's communication tool sends automated and smart emails based on defined criteria. It can schedule emails and create regularly recurring emails of any pattern. Users can insert merge fields from the database, add any field from transactions, payments, and passes, provide suppression list management (opened, bounced, unsubscribed), and add content to templates (sorting and reporting).

The variety of communication methods available through PerfectMind can accommodate the assortment of individuals within your community allowing for equal access for participants with visual, hearing, or cognitive disabilities. Information is accessible in various formats to ensure everyone has a similar understanding of programs, services, and activities.

Social Media Marketing

When accessing the online portal, clients and members can log in with their social media accounts. Client and member activities can be posted to social media accounts, which can then be liked and shared by the poster's social media contacts. This will widen the visibility of the City within social media circles.

Export Data and Brochures

PerfectMind enables users to create, export, and print catalogs and brochures online based on program and activity data. PerfectMind's brochure export reports are designed with tags to make the creation of brochures and other marketing materials within Adobe InDesign (or other design software) seamless and convenient. Program information can be exported in CSV or XML format.

1.17 Subsidy Management

With PerfectMind, the City can create, apply, and manage subsidies and scholarships for qualified clients or families, to assist them in enrolling in courses, buying memberships, booking facilities, or purchasing

products. With different subsidy types, the City can apply rules to qualify eligible families or individuals, and set restrictions on subsidy amounts.

When setting up a subsidy, the City can apply parameters such as activation and expiration dates, total subsidy amount, and maximum amount allocated to a single contact or account. Restrictions to subsidies can include demographics such as a minimum or maximum age, and maximum times a customer may receive a subsidy.

PerfectMind provides full auditing and tracking capabilities for scholarships and subsidies. The City can perform the following tasks through the subsidy management module:

- Sell courses and memberships to qualified clients through the Point of Sale system
- Remove a subsidy allocation from a client so they can no longer use the subsidy funds
- Refund courses or memberships back to the original subsidy fund
- Receive donations that can be allocated to a specific scholarship or subsidy
- Generate reports showing subsidy allocation and usage breakdown

1.18 League Management

PerfectMind's league management module will help your organization manage a variety of sports including softball, basketball, volleyball, and golf. PerfectMind understands that different types of leagues require different registration options, which is why we offer a flexible platform to manage league and tournament programming.

With PerfectMind's league management module, customers and staff can register either a full team or an individual team member. The registration process is the same as for activities and programs, making the sign-up process familiar and comfortable. Different questionnaires can be added to each registration type, enabling the City to collect specific information for teams or individuals.

TeamSideline Integration

If the City requires more robust league and tournament scheduling functionality, PerfectMind offers dynamic data integration with TeamSideline, a leader in league scheduling software. TeamSideline provides full league management functionality including automatic league or tournament game scheduling, team and player registration, team websites, automatic game scoring, roster building, and tournament management.

PerfectMind and TeamSideline's two-way integration consists of sharing facility, division, and team information between the systems. This provides the following benefits:

- Facility availability is shared between the systems to prevent double bookings
- Create and update events automatically in PerfectMind when a game schedule is created or changed in TeamSideline
- View non-tournament events for a location or multiple locations

1.19 Staff Management

PerfectMind's staff management module makes it easy to schedule staff, post shifts, and track hours and activities. Generate reports and view analytics about your staff, including hours worked, pay rates. The platform supports the management of detailed staff profiles from skills and availability to training and certifications. Data is readily available in a streamlined format with the ability to add notes and attachments on each staff member.

Staff Management Highlights

- PerfectMind allows for City staff to log into a shared calendar system. This system can be edited, revised, and printed by staff and clients from any device that has access to the internet. The calendar includes but is not limited to: staff schedule, class schedule, facility schedule, equipment availability, daycare, concerts, and special events.
- PerfectMind's calendar system allows for multiple locations and other locations to be managed and viewed from the same interface.
- Manage full-time and part-time employee schedules and availability.

1.20 Ticket Management

PerfectMind's ticket portal will allow for the sale of tickets online directly through the PerfectMind platform either in person or online. Tickets can be limited to specific venues and can limit access by time. Tickets can be sold individually or in groups. All ticketing is General Admission but can also be sold in tiers (seating groups) as well. The system can print bar codes with in-and-out privileges along with tickets corresponding to the event.

Ticket design can be fully customized, with several customization options:

- Utilize PerfectMind's pre-set templates
- Custom templates can be designed and created by PerfectMind's Professional Services team (fees will apply)
- Create your own custom ticket designs using HTML5

Tickets can be used to scan to open gates using PMscan (linked with a gate kicker system) or with a handheld scanner. There can be multiple scans on a ticket; this is useful for group admissions which can either have 1 ticket per person, or 1 ticket with multiple number of scans.

1.21 Cloud Hosting

PerfectMind is a platform as a service (PaaS) solution that is licensed on a subscription basis, which can save your organization time and money. There is no software installation or additional hardware needed; PerfectMind's only requirement is a web browser and active internet connection to access the database hosted on the cloud.

Cloud Security and Advantages

Cloud computing focuses on maximizing the effectiveness of shared resources. As a veteran of the cloud community, PerfectMind utilizes this infrastructure and in doing so achieves the following:

- High Security
- 24-hour backup
- Site redundancy protecting against hosting facility outages, providing service to multiple geographic regions when connectivity between them is lost
- A disaster recovery plan
- Hosting in Canada and the United States with 99.9% availability

Cloud computing provides the City the flexibility to connect with clients, files, and documents anywhere at any given time. With the number of web-enabled devices in today's environment (e.g., smartphones, tablets, mobile devices) access to data is easier with the cloud. The following points outline several benefits of moving to a secure, cloud-based solution:

- **Mobile Access:** There are no components deployed to desktop or mobile devices as PerfectMind works with all modern desktop and mobile web browsers.
- **Reduced IT costs:** PerfectMind is a cloud-based solution, so there is no need for on-premise server-side hardware or software. The City can reduce overhead costs by using PerfectMind's cloud computing service.
- **Scalability:** PerfectMind's platform enables organizations to scale operations and storage needs up or down as need and demand changes. Servers are monitored 24/7/365 and thresholds are carefully audited by PerfectMind. Servers are over-provisioned to meet future growth and unexpected spikes in workload. However, in the event of a resource constraint, additional resources are added without service interruptions.
- **Business Continuity:** Whether the City experiences a natural disaster or power failure, stored data is backed up and protected in multiple secure and safe locations. Restoration of services is prioritized by the failover provided in our hosted architecture; by default, all PerfectMind client databases are stored in a shared-tenancy environment and subject to our failover procedures.
- **Flexibility:** Cloud computing enables flexibility in employee work practices. If permission is granted (based on IP address restrictions or profile), users can access data from specified devices such as a home office, mobile device, etc. The only requirement is an internet connection and a web browser.

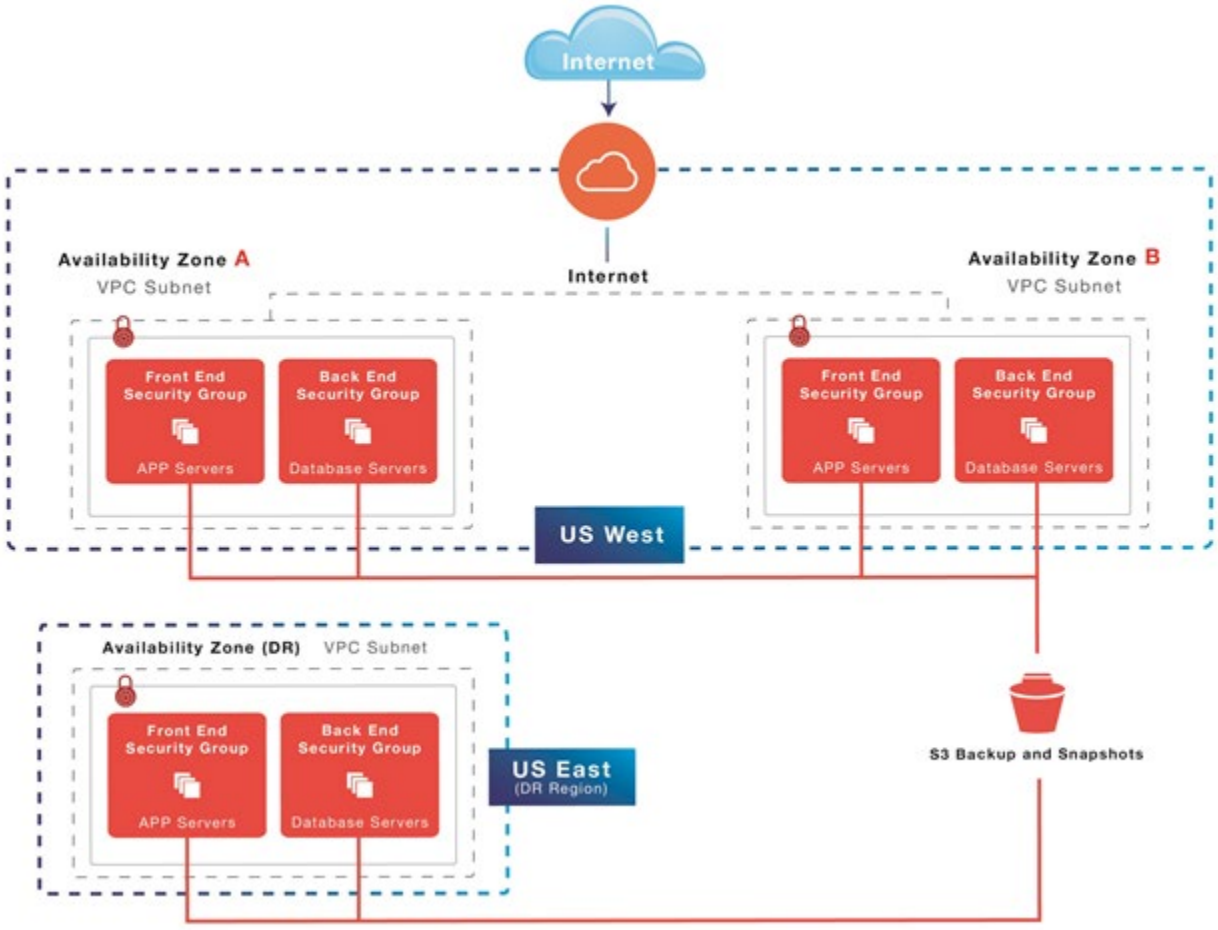
1.22 Hosting and Availability

PerfectMind is hosted on Amazon Web Services (AWS). Client information is housed in multiple data centers, geographically separated to maximize risk mitigation. AWS is designed to host mission-critical servers and computer systems, with fully redundant subsystems.

By utilizing AWS, troublesome infrastructure nuisances are removed along with many of the security issues that accompany them. AWS's world-class and highly secure data centers utilize state-of-the-art electronic surveillance and multi-factor access control systems. With fully staffed data centers and trained security guards, access is only authorized on a strict privileged basis. Environmental systems and processes

are designed and set in place to minimize the impact of disruptions to operations. Resiliency and accessibility is maintained due to the multiple geographic regions and availability zones providing solutions to failure modes, including natural disasters and/or system failures.

Data Center



Accessibility

Customer access points, also called API endpoints, allow secure HTTP access (HTTPS). This allows the user to establish secure communication sessions with your AWSD services using TLS 1.2.

Availability

Availability is the ratio of time a system or component is functional to the total time it is required or expected to function. Below is PerfectMind's availability summarized and given as a percentage value.

Infrastructure SLA (AWS): 99.95%. This is standard for infrastructure providers.

Application SLA: 99.9%. This equates to 43 minutes of downtime per month (approximately eight hours per year).

Performance and Scalability

PerfectMind is a platform hosted in the cloud, which enables us to scale the City's operation and storage needs up or down quickly to suit the situation, allowing for flexibility as need and demand changes. PerfectMind is hosted on AWS and utilizes load-balancing services to elastically grow server resources as needed. This is done in real-time or planned in advance to ensure that no interruptions in service occur.

1.23 Business Continuity and Disaster Recovery

A strong business continuity plan is an important part of every organization, and as such PerfectMind comes with a complete disaster recovery plan. Below is an overview of PerfectMind's business continuity and disaster recovery plan that is upheld within the United States:

- PerfectMind's application and infrastructure is designed for high availability, and is hosted on Amazon Web Services (AWS). PerfectMind's platform infrastructure does not rely on legacy media such as tape drives to back up or store data.
- The PerfectMind primary and disaster recovery data centers are located in the regions of Oregon and Virginia, respectively.
- Each region has multiple, isolated locations known as Availability Zones (AZs). AZs consist of one or more discrete data centers, each with redundant power, networking and connectivity, housed in separate facilities. In the event of an outage or disaster at the primary AZ, the system will automatically failover to the secondary AZ. In the highly unlikely event of a catastrophic disaster within an entire region, system will failover to the secondary region.
- The infrastructure exists to replicate and synchronize data between the primary and disaster recovery data centers, is available in real-time, and uses synchronous replication within the primary data center between data centers with a latency of no more than 100ms.
- Client databases are backed up to the same storage every night and archived.
- PerfectMind provides weekly full backups with daily differential backups for all client databases. Additionally, all client databases have log shipping enabled at 15 minutes interval for point-in-time recovery (PITR) as part of the default policy.
- Under the standard policy, PerfectMind platform transaction logs are backed up every ten minutes to a highly available storage center which is then replicated between multiple data centers.
- In the event of a system failure, the previous night's backup will be restored followed by the most recent transaction logs.
- For payment processing, PerfectMind backs up transaction logs every ten minutes; therefore, in case of disaster, the maximum data loss on the billing service will be ten minutes.
- In the event of an outage, downtime could vary between a few minutes (most likely) to a few hours (in case of disaster which may take up to three hours).
- In conjunction with the standard disaster recovery policy, critical data such as billing information are protected by a dedicated database with a zero data loss policy.
- A custom backup and retention policy can be agreed upon during the contract negotiation phase.

1.24 Data Access and Security

Each PerfectMind client has its own fully encapsulated and dedicated database which is not visible to any other client. Databases are individually encrypted to ensure maximum security in a shared, hosted environment. Restrictions and controls, such as ITIL security management (based on the ISO 27001 standard) and ITSM change management are put in place to ensure server resources are available to all clients. These ensure all requirements for establishing, implementing, operating, monitoring, reviewing, maintaining and improving a documented security management system within the context of your organization's overall business risks are met. PerfectMind has also been validated as a Level-1 service provider under the Payment Card Industry (PCI) Data Security Standard (DSS) to protect financial information.

PerfectMind has established processes and procedures for access to client information and incident response. Servers, replicated and located in multiple Tier 4 data centers, are protected by firewalls and restrictive Access Control Lists (ACLs) and are scanned for vulnerability and penetration testing on a monthly and quarterly basis.

All access to encrypted client information, including SQL Database and Server access, is restricted to only those staff that need to access the data for troubleshooting and client service issues. This access list is reviewed regularly and staff are removed or added as appropriate.

Encryption

Encryption is one of the most effective data protection controls available today. Encryption is a primary data (and application) protection technique, and as such, PerfectMind clients have dedicated databases which are individually encrypted for protection. With state-of-the-art security, client data is encrypted during transmission and stored on Amazon datacenters. PerfectMind supports and recommends client access using the HTTPS protocol to ensure secure transmission. Financial information, passwords, and other sensitive information is encrypted in the system and saved as encoded information within the database. Access to encrypted secure data and encryption keys is limited to an elite group within the company which is continuously reviewed. This restrictive security measure provides the tightest controls over access to the encryption keys and encrypted data.

PerfectMind understands how important security measures are, and has monitors in place to catch unwanted access while taking every precaution to avoid security discrepancies. All communication is secured using TLS 1.2. All production servers are assessed and scanned on a monthly basis by a third-party company. Access and database logs are available for review, while tier-3 and development team members can help with tracking and securing any breach.

Data Ownership

The City of Ocala will retain ownership of all data, and can extract data from the database at any time.

1.25 Data Retention and Backup

Data is stored within a dedicated client database in a shared-tenancy environment. The City retains ownership of all data, and can extract data from the database at any time. PerfectMind does not delete or archive data unless a client specifically requests it.

PerfectMind provides weekly full backups with daily differential backups for all client databases. Data backups are individually verified and tested upon creation, and retained for 90 days as part of PerfectMind's default data retention policy. Data backups are individually encrypted and replicated across geo-redundant datacenters to ensure high availability and minimal data loss in the event of a site-wide failure at the primary datacenter. Data replication occurs at 15-minute intervals under the default data retention policy to ensure the maximum data loss never exceeds 15 minutes. PerfectMind verifies and tests all backups upon creation to ensure they are healthy and restorable. In the event of a system failure, the previous night's backup will be restored, followed by the most recent transaction logs. PerfectMind staff can also perform database restores on demand as necessary.

Data Retention Policy

Databases are maintained while a client is active and has a valid contract on file. Once a client leaves PerfectMind, their databases are marked as inactive, backed up, and retained for 90 days as part of the default retention policy. The retention period is open to negotiation during the contract phase and can be modified to fit the City's needs. PerfectMind provides clients with a copy of their data upon termination of the contract. At the end of the retention period, backup and recovery data is sanitized and destroyed following the NIST 800-88 standards.

1.26 User Profiles and Permissions

Permissions and user profiles are an integral part of the PerfectMind platform; these specify what tasks users can perform and what features different levels of users can access. PerfectMind does not limit the number or types of profiles or permissions the City can create. Security rights are at the sole discretion of the City's system administrators.

Profile and role-based permissions grant security rights to various functions of the PerfectMind platform. Each user profile (or role) can be granted View, Add, Edit, or Delete access to specific functions as required. During implementation, PerfectMind staff will create the user groups/profiles required by the City. Profiles and permissions can be modified at any time by system administrators.

Permission levels are defined within the profiles created within the PerfectMind platform. Lower levels of access (such as customers) do not have the platform visibility of users with higher levels of access (such as staff). Each profile can have its own defined page layouts and level of access. For example, a specific page layout could be created for "Front Desk" users, with a different layout for "Administrator" users.

The City can define what information is viewable by customers online. System administrators can add or delete fields available within the online customer account profile, and customers can be granted access to all or some of these fields at the City's discretion.

1.27 Workflows and Automations

As part of the implementation project, PerfectMind's project team looks for opportunities to create workflows that automate the client's business processes, reducing manual backend tasks and saving time for users. Workflows are triggered by specific pre-set events that occur within the system. When a workflow is triggered, it immediately performs an action according to the pre-set criteria. A workflow can be triggered by an external output, such as adding information from a web form, or by another workflow.

In addition to triggered workflows, Administrators can also create timed system workflows which do not require any external or workflow actions to be triggered. They run on an hourly or daily schedule, evaluate the specified objects and records by their criteria, and perform any necessary actions. Workflows can only be created and modified by Admin users with appropriate system permissions.

Some common examples of workflows include:

- Email a staff member when a contract or waiver is signed online by a customer
- Email a staff member when a spot opens up in a class with a waitlist
- Track expiry dates of staff certifications and email them when it is time to renew
- Update customer contact information when they register for a course

1.28 Audit Logs

Audit logs and trails are important for maintaining security relevant chronology records, which is why audit logs in PerfectMind are tracked for every record, allowing you to view which user made what changes and the time it occurred. In fact, sign in/out sheets are recorded and time-stamped for all activities across facilities and locations. These audit logs are kept and never deleted.

Audit for database tables in PerfectMind can selectively be switched on while some system-level tables have it on by default. The audit trail is kept as records in the database and is archived and available even when data is removed. All tables in PerfectMind have views that can show the records and for each record with audit enabled, there is a history page that shows the content at each step with the ability to only see the difference. System logs are also kept on servers that collect any exceptional behavior and can be referred to in the event of an issue.

PerfectMind offers a complete audit log that tracks all changes within the system for clients, activities, and facilities which keeps record of the person that made the change as well as all details of the change such as time and date. Data can be exported in CSV format. Audit trails are saved in XML. All other data is stored and accessible in JSON through the RESTful API or in their native format through the regular API.

1.29 PCI Compliance

The Payment Card Industry Data Security Standard (PCI DSS) is a set of requirements developed by the Payment Card Industry Security Standards Council (PCI SSC) to ensure that companies that store, process, or transmit credit card information maintain a secure environment.

PerfectMind is PCI-DSS V3.2 Level 1 compliant, and all new features affiliated with financial data are developed to ensure this compliancy is preserved and maintained. As a Level-1 PCI compliant service provider, PerfectMind undergoes rigorous annual on-site assessments as well as quarterly vulnerability scans by ControlScan, a PCI SSC Approved Scanning Vendor, to ensure security is upheld.

The following table provides a high-level overview of the twelve PCI DSS requirements that companies must meet to be PCI compliant:

Build and Maintain a Secure Network and Systems	1. Install and maintain a firewall configuration to protect cardholder data 2. Do not use vendor-supplied defaults for system passwords and other security parameters
Protect Cardholder Data	3. Protect stored cardholder data 4. Encrypt transmission of cardholder data across open, public networks
Maintain a Vulnerability Management Program	5. Protect all systems against malware and regularly update anti-virus software or programs 6. Develop and maintain secure systems and applications
Implement Strong Access Control Measures	7. Restrict access to cardholder data by business need to know 8. Identify and authenticate access to system components 9. Restrict physical access to cardholder data
Regularly Monitor and Test Networks	10. Track and monitor all access to network resources and cardholder data 11. Regularly test security systems and processes
Maintain an Information Security Policy	12. Maintain a policy that addresses information security for all personnel

1.30 API Integration

PerfectMind has an open application program interface (API) allowing for easily adaptable integration with external applications supporting fluid, user-friendly interconnectivity and collaboration across platforms. Options for integrating PerfectMind's platform with your third-party solution are outlined below.

Option 1 – Export/Import: PerfectMind supports the export of records from any object within the database. The City will have the ability to export all invoice records, or selected records with criteria (if needed), and import into your solution. Scheduled data drops can be automatically uploaded into your third-party software using FTP functionality, or the City can perform a manual export/import using CSV files.

Option 2 – API integration: PerfectMind will enable access to client data from other systems through API integration. The frequency of data interchange and level of detail are determined by the City. PerfectMind will meet with the City to determine the scope of integration and what items within PerfectMind will need to automatically import into your solution. The Product Managers will estimate the amount of time and additional cost needed to integrate the two products.

System Integrations and Interfaces Development

Required development and/or customizations to meet interface requirements will be assessed. PerfectMind provides standard APIs that provide access to data within our database. Standard data connections can also be used to access data. Many of the features of the system can be embedded in other web pages using iframes. All other data is stored and accessible in JSON through the RESTful API or in their native format through the regular API.

1.31 GIS Integration

PerfectMind fully supports ESRI ArcGIS 10.2 or higher as long as the server is deployed fully or partially in the cloud. GIS services are used to identify zip codes, postal codes, or cities that qualify your members for local residency. This enables the City to set up one fee for members who live close to your organization (residents) and another for those whose residence is farther away (non-residents). Residency can then be set automatically for each member based on their address; this can be manually overridden with appropriate permissions. If your organization includes more than one location, the City can set global residency for all locations, or separate residency settings for each location.

1.32 Supported Software

PerfectMind is fully functional across all operating systems (iOS, Android, and Windows), allowing for full operation on all platforms and devices (mobile, tablet, PC, and MAC). The only requirement is a web browser and an internet connection with a minimum bandwidth of 2 MB. PerfectMind recommends a bandwidth of 5 MB or over for an optimal online experience. We support most modern browsers including Chrome, Firefox, Safari, and Internet Explorer.

1.33 Compatible Hardware

As a cloud-based Software as a Service solution, PerfectMind can be used in conjunction with most USB hardware. Details on the types of ancillary hardware that are compatible with the PerfectMind system are included below.

Hardware Type	Compatibility Requirement
Barcode Scanners	• USB recommended • Serial possible with configuration • Virtual Serial Com Port or Keyboard Emulation
Receipt Printers	• USB recommended • Parallel/Ethernet possible with configuration
Photo ID Card Printers	• USB recommended • Ethernet possible with configuration and manufacturer's network card but may degrade image quality
Cash Drawer	• RJ45 connection required for automatic drawer opening after receipt is printed • Can also be opened manually using key
Webcam	• USB
Laser Printer	• USB recommended • Parallel/Ethernet possible with configuration but may degrade image quality
Credit Card Swiper	• USB (non-encrypted or encrypted)

Pin Pads	• Ethernet required in Canada, USB required in the United States • If the pin pad was used previously, payment partner must be contacted to reconfigure for use with PerfectMind
Gatekicker	• USB recommended, Serial possible with configuration

2 Implementation and Training

2.1 Project Management

PerfectMind will be responsible for project coordination and support throughout the implementation process. A dedicated Implementation Consultant will be assigned to the City's project who will be responsible for:

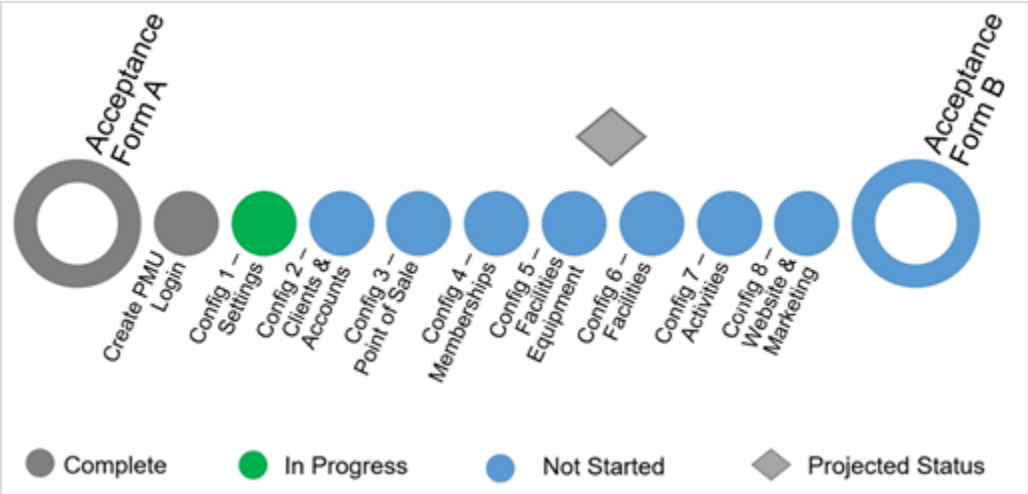
- Adherence to project scope
- Project communication
- Issue management and tracking
- Management of ongoing technical questions and follow up actions
- Status reports
- Recurring project calls to provide ongoing project support
- Deliverable acceptance and sign-off

In addition to the Implementation Consultant, PerfectMind will assign appropriate staff to complete project deliverables including, testing, administration, and ongoing support during recurring project meetings.

Project Communication and Tracking

Recurring project calls between PerfectMind's Implementation Consultant and the City's point of contact will be scheduled during Phase 1 of the project. The Implementation Consultant will share a project tracker with the City that includes key milestones, project status (actual vs. projected) and action items. These meetings provide the City with a chance to ask questions and discuss any issues they may encounter during implementation. 15 hours of calls are included with your Smart implementation package; more hours can be added for an additional cost.

Sample Project Tracker Status



2.2 Implementation Plan

PerfectMind's Smart Implementation project is an off-the-shelf guided implementation where clients complete the majority of the project tasks under the guidance of their assigned Implementation Consultant. This allows us to provide smaller organizations with our robust enterprise software for a greatly reduced price. This approach also provides the City with the flexibility to fit the implementation project into your busy schedule, whenever it is most convenient for you.

The Smart Implementation model is client-driven, so the actual project duration will vary based on the time it takes the City to complete each project phase. The project is designed is designed for clients to go live in 3 months, however, it is possible for clients who invest the necessary time and resources in the project to be up and running with PerfectMind's solution in as little as 30 days.

Your dedicated Implementation Consultant will assist in keeping the project on track by sharing a project tracker at each recurring project meeting. Each project phase must be accepted and signed off before moving to the next phase to ensure the project is progressing to the City's satisfaction.

Sample Timeline for Smart Implementation – 13 Weeks					
	# Weeks	**Week 1**	**Weeks 2-9**	**Weeks 10-12**	**Week 13**
Recurring Project Calls					
Phase 1: Project Kickoff	1				
Phase 2: Client Configuration	8				
Phase 3: Go-Live Readiness	3				
Phase 4: Go-Live	1				

Phase 1: Project Kickoff / Discovery

At the beginning of the project, PerfectMind will send a Welcome email to the City which introduces your designated Implementation Consultant and provides a brief overview of the project. The City's point of contact will complete a Discovery Survey which includes information on desired times for weekly calls, project team and goals, and payment processing, and required integrations. The Implementation Consultant will then schedule the recurring calls, provide access to the PerfectMind Smart Implementation video series, and send a database login for the PerfectMind system.

Phase 2: Client Configuration

The Client Configuration phase is where the bulk of the implementation work will take place. The City will work through eight guided video-based modules using our learning environment, PerfectMind University,

with your Implementation Consultant providing assistance during each scheduled check-in meeting. Each module builds upon the last to ensure the system is properly configured.

Phase 3: Go-Live Readiness

The Go-Live readiness phase is focused on testing the configured system and training City staff on the PerfectMind platform. The City will perform Power User Training, End User Training, User Acceptance Testing (UAT), and hardware verification using resources provided by PerfectMind. Once UAT is complete, the Implementation Consultant will perform Quality Assurance tests to ensure the platform and associated hardware have been correctly configured.

Phase 4: Go-Live

Once training and testing are complete, the project will be ready to launch. The call(s) prior to Go-Live will be focused on preparing for Go-Live, which will be fully conducted by the City. We recommend at least one recurring call to be scheduled after Go-Live to ensure a successful launch and resolve any issues that occurred during Go-Live. PerfectMind's Support Team is available 2/4/365 if any urgent issues arise during Go-Live; non-urgent issues will be addressed in the next recurring call.

2.3 Training

Power User training and End-User training will occur during the Go-Live Readiness phase of implementation. PerfectMind has developed a "train the trainer" plan for the City to fully prepare system administrators to support the system.

The City's administrators and trainers will be provided with a full curriculum of training media to become proficient with PerfectMind's software. This builds a pool of skilled City instructors who will then conduct their own End-User training sessions for front-line staff. City trainers will also have access to downloadable training materials to use during End-User training sessions.

The training plan will include:

- In-depth understanding of system functionalities, including:
    - Workflow Development
    - Report Development
    - Software Configuration
- A review of best practices in the configuration and use of the system.
- Training content on system modules
- Troubleshooting

2.4 Testing

Upon completion of the Configuration phase, the City will perform User Acceptance Testing (UAT). PerfectMind will provide a UAT checklist and a video outlining how to perform UAT. If any issues arise during testing, the designated City point of contact will report these to PerfectMind immediately for

correction. PerfectMind will provide a plan to achieve acceptance or to make corrections or replacements based on the reported issue.

Once UAT is complete and hardware activation is complete, PerfectMind's Implementation Consultant will perform a comprehensive Quality Assurance (QA) check to ensure the system is ready for a successful Go-Live.

3 Pricing

3.1 Standard Pricing Terms

Unlike "transaction-based" pricing models, which come at a significantly higher cost with every transaction, PerfectMind's tiered pricing is simple and affordable. Our "usage-based" pricing is built based on the usage of the system by your organization. Usage is calculated by using your initial estimated annual revenue; this way we ensure to provide you with the most competitive and fair pricing model.

Standard Annual Fee

Your annual fee will remain the same for the duration of your contract, even in the event your revenue increases. PerfectMind's standard subscription includes feature updates and 24/7/365 support for no additional cost.

PerfectMind's provided pricing is based on the revenue figures provided by the City of Ocala in their RFP. PerfectMind reserves the right to modify the subscription pricing should the revenue be discovered to be higher than the reported amount of $xx.

Users

PerfectMind is a profile-based platform as a service (PaaS) solution that can accommodate thousands of users (e.g. full-time, part-time employees) all logged in simultaneously. Your licensing will include an unlimited number of users allowing all your staff, instructors, coaches, and volunteers to fully utilize the system with no additional cost.

Group Discount Pricing

PerfectMind employs a Group Pricing Discount Program in the event other organizations are interested in obtaining and utilizing PerfectMind's software. A group discount will be processed if we receive the referral, along with a letter of intent from the interested parties within one hundred and twenty days of signing the contract from the initial organization. Beneficial and helpful, PerfectMind wants to support your community and others with our group pricing discount option.

Project Payments

Payments are based on project milestones and deliverables. Once milestones are successfully reached and signed-off, payments are due as agreed upon in the payment schedule. Payment schedules are developed during contract negotiations.

3.2 Pricing

Professional Services Pricing

PerfectMind's implementation is completed as a fixed-cost project. If additional features are requested or if project scope changes, our hourly rates for professional services are:

Role	Hourly Rate
Professional Services	**$150**
Project Management	**$150**
Programmer/Analyst	**$250**
Technical Support Analyst	**$150**
Training (Post Go-Live)	**$150**

On-site Services Pricing

By default, PerfectMind's Smart Implementation project is completed remotely. If the City would like to have PerfectMind staff on-site, the travel cost for on-site services is $550/day plus airfare.

3.3 Recommended Hardware

As a cloud-based solution, PerfectMind has no required hardware. However, if the City is looking to purchase hardware for its operations, PerfectMind's recommendations are provided in the following table.

Hardware	Description	Price
USB/1D Scanner	**Hyperion 1300g**	
	Featuring an ideal balance of performance, durability and ergonomics, the Hyperion 1300g is the ideal choice for customers who value aggressive scan performance and durability in a general duty handheld linear scanner. Fast intuitive bar code reading out to 18 inches (457mm), and high-density bar code reading are both enabled in a single device, eliminating the need to purchase specialty scanners.	$375
Wireless/ Bluetooth / 1D Scanner	**Honeywell Voyager 1202g**	
	Honeywell's Voyager 1202g single-line laser scanner incorporates the freedom of Bluetooth wireless technology and offers a field-replaceable battery that can be quickly and easily exchanged. Built on the platform of the corded Voyager 1200g, the 1202g is optimized for scanning linear bar codes, including poorly printed and damaged codes.	$625
USB/2D Scanner	**Honeywell Xenon 1900**	
	The Xenon 1900 delivers superior bar code scanning and digital image capture with a custom sensor, enabling extended depth of field, faster reading, and improved scanning performance on poor quality bar codes. The Xenon 1900 decodes virtually all bar codes with ease, including bar codes on mobile devices.	$875
Credit Card Swiper	**MiniMag Duo**	
	The MiniMag Duo offers one of the smallest form factors for the industry. It reads 3 tracks of magnetic stripe card data regardless of swiping direction and over a large speed range. Two magnetic heads provide the most convenience to the user and ensures the data is captured on every swipe.	$150

Receipt Printer	**Pioneer STEP-5e**	
	The STEP-5e offers an outstanding value and speed, printing up to 300mm/second. The printer has an autocutter life of 3 million cuts to meet high-volume printing needs. The STEP-5e's USB or Ethernet port allows fast data transfer, while mPOS printing can be achieved through WiFi or Bluetooth.	$375
Card Printer	**Zebra ZXP Series 3**	
	The ZXP Series 3 offers vivid, high quality full color and monochrome card printing. The card printer can meet the needs of a variety of applications, including ID and access control cards, as well as personalized gift, membership, and loyalty cards.	$3,125
Cash Drawer	**APG Series 4000**	
	Exceeding customer and industry expectations, the APG Series 4000 is the ultimate heavy-duty cash drawer. Industrial grade steel ball bearing slides ensure effortless performance and durability. A robust latch mechanism and a proven four-function lock assembly offer several levels of security. The APG Series 4000 offers flexible storage space along with various sizing, color and customization options.	$300
Ticket Printer	**STIMA CLS**	
	The STIMA CLS thermal ticket printer is fast, up to 250mm/sec. It can handle paper thickness up to 350 g/m2. The cutter is designed to withstand 2 million cuts during its lifetime. The printer is 200dpi and 300dpi compliant. The STIMA CLS ticket printer is supplied with USB, serial and Ethernet ports as standard.	Contact us
Hardware Bundle	USB/1D Scanner, Credit Card Swiper, Receipt Printer, Cash Drawer	$880

Questionnaire	Comment
Have all policies been assigned to an owner responsible for review and approve periodically?	Yes. As such, we are working with an independent auditor to provide us with revised policies and procedures which we must adhere to. This will be in addition to the 3rd party testing done by Ernst and Young on our Infrastructure provider, Amazon Web Services.
Is there a set of information security policies that have been approved by management, published, and communicated to constituents?	Yes. PerfectMind follows PCI, ITIL and NIST guidelines in our overall approach to Security Business Policy. All new staff undergo security training and knowledge of best practice.
Have all information security policies and standards been reviewed in the last 12 months?	Yes. PerfectMind's IT team constantly reviews and updates the policy as required. If the IT security program is updated, all staff members are informed.
Do all projects involving Scoped Systems and Data go through some form of information security assessment?	Yes. PerfectMind clients have dedicated databases which are individually encrypted for their protection. All production servers are assessed and scanned on a monthly basis by ControlScan (third party security). Financial information, passwords, and other sensitive information are encrypted in the system and saved as encoded information within the database. Data servers are protected by firewalls and restricted ACLs.
Is Information classified according to legal or regulatory requirements, business value, and sensitivity to unauthorized disclosure or modification?	Yes
Does the policy or procedure for information handling include encryption requirements?	Yes. PerfectMind clients have dedicated databases which are individually encrypted for their protection. All production servers are assessed and scanned on a monthly basis by ControlScan (third party security). Financial information, passwords, and other sensitive information are encrypted in the system and saved as encoded information within the database. Data servers are protected by firewalls and restricted ACLs.
Does the policy or procedure for information handling include electronic transmission security requirements including email, web, and file transfer services?	Yes. All data transmissions are secured and encrypted in and out of this data centre.
Is there a policy or procedure for information handling (storing, processing, and communicating) consistent with its classification that has been approved by management, communicated to appropriate constituents, and assigned an owner to	Yes

maintain and periodically review?

Is all Scoped Data sent or received electronically encrypted in transit while outside the network?	Yes. Client data is encrypted during transmission and stored on Amazon AWS datacenters. Data is encrypted using 256-bit SSL encryption. All HTTPS links are secured using the SHA256 hash algorithm.

Does Scoped Data sent or received electronically include protection against malicious code by network virus inspection or virus scan at the endpoint?	Yes. Client data is secured during transmission using TLS 1.2 and stored on Amazon AWS datacenters using the SHA256 hashing algorithm. Client data is encrypted during transmission and stored on Amazon AWS datacenters. Data is encrypted using 256-bit SSL encryption. All HTTPS links are secured using the SHA256 hash algorithm. Network traffic is monitored to protect against malicious activities and block intrusions, and the traffic between the application and platform system is encrypted. PerfectMind's infrastructure is protected by multiple layers of security such as AWS Shield, AlertLogic, and AWS GuardDuty. AWS Shield is a managed service that provides protection against the most common and frequently occurring Infrastructure layer attacks (layer 3 and 4) such as UDP floods, state exhaustion attacks such as TCP SYN floods, and reflection attacks. AlertLogic ThreatManager protects the infrastructure and application by combining an intrusion detection system with vulnerability management. AWS GuardDuty is a managed threat detection service that continuously monitors for malicious or unauthorized behavior. Detections are made more accurate by incorporating threat intelligence such as lists of known malicious IP addresses provided by AWS Security and third-party threat intelligence partners. It also uses machine learning to detect anomalous account and network activities.
Are Information security requirements specified and implemented when new systems are introduced, upgraded, or enhanced?	Yes
Are new, upgraded, or enhanced systems required to include a determination of security requirements based on the sensitivity of the data?	Yes
Is access to applications, operating systems, databases, and network devices provisioned according to the principle of least privilege?	Yes
Is there segregation of duties for granting access and approving access to Scoped Systems and Data?	Yes

Are unique IDs required for authentication to applications, operating systems, databases, and network devices?	Yes
Is there segregation of duties for approving and implementing access requests for Scoped Systems and Data?	Yes
Is there a set of rules governing the way IDs are created and assigned?	Yes
Does the password policy require a minimum password length of at least eight characters?	Yes. Internal passwords follow strict protocols and are required to be changed every three months. The rules we have in place are: Minimum password Length (6-16) Password Expiry (90 days) • Password complexity (allows you to choose if you want “Lowercase Letter, Uppercase Letter, Number and Punctuation mark” in the passwords) Enable Password History (means user can’t use any of last 5 passwords that they have already used) Maximum number of Invalid Login attempts to lock the account

Does the password policy define specific length and complexity requirementsfor passwords?	Yes. The rules we have in place are: Minimum password Length (6-16) Password Expiry (90 days) Password complexity (allows you to choose if you want "Lowercase Letter, Uppercase Letter, Number and Punctuation mark" in the passwords) Enable Password History (means user can't use any of last 5 passwords that they have already used) Maximum number of Invalid Login attempts to lock the account
Is there a password policy for systems that transmit, process, or store Scoped Systems and Data that has been approved by management, communicated to constituents, and enforced on all platforms and network devices? If no, please explain in the 'Additional Information' field.	Yes and provided in additional questions outlined.
Are complex passwords (mix of upper-case letters, lower case letters, numbers, and special characters) required on systems transmitting, processing, or storing Scoped Data?	Yes. Passwords follow strict protocols and are required to be changed every three months. The rules we have in place are: Minimum password Length (6-16) Password Expiry (30 days, 60 days, 90 days, 1 year, Never) - Password complexity (allows you to require Lowercase Letter, Uppercase Letter, Number, and/or Punctuation Mark in passwords) Enable Password History (e.g. user can't use any of their previous 5 passwords) Enable Security question Allows Maximum number of Invalid Login attempts to lock the account (3,5,10) Allows you define the lock period for 15, 30, or 60 minutes Allows to define session timeout
Is access to systems that store, or process scoped data limited?	Yes
Does the password policy require initial and temporary passwords to be changed upon next login?	Yes, Passwords follow strict protocols.
Does the password policy prohibit keeping an unencrypted record of passwords (paper, software file or handheld device)?	Yes
Does the password policy prohibit including unencrypted passwords in automated logon processes (e.g., stored in a macro or function key)?	Yes
Does the password policy require passwords to be encrypted in transit?	Yes. Information and passwords are encrypted.

Does the password policy require passwords to be encrypted or hashed in storage?	Yes. PerfectMind utilizes TLS 1.2 certificates with the SHA256 signature hash algorithm, and passwords are stored in the database using the Triple-DES algorithm.
Does system policy require logoff from terminals, PC, or servers when the session is finished?	Yes
Are outside development resources utilized?	PerfectMind owns the code and the intellectual property (IP) and access to IP is restricted to those with a proper access level (e.g. platform level, application level, database level, user interface, etc.).
Is data input into applications validated?	PerfectMind's platform follows many best practices in database and application design making use of primary and foreign key constraints, controlled null values, referential integrity schemes and the like. In the rare cases of data discrepancy, we have monitor agents (services that run continuously and check the data integrity) around the more critical aspects of the system including billing, GL, etc. that catch issues which will be promptly dealt with through data and/or code fixes as necessary.

Are web applications configured to follow best practices or security guidelines (e.g., OWASP)?	All layers of PerfectMind's solution are monitored, protected, and secured using industry-standard tools and procedures including NIST and PCI level 1. All servers are monitored on a 24/7/365 basis using multiple monitoring systems, and metrics are reviewed and tuned by our internal DevOps team. The system undergoes monthly, quarterly, and annual audits and scans by both in-house and third- party tools and vendors to ensure security is upheld. Client data is encrypted during transmission and stored on Amazon AWS datacenters. Data is encrypted using TLS 1.2 encryption. All HTTPS links are secured using the SHA256 hash algorithm.
Is HTTPS enabled for all web pages?	Yes. PerfectMind uses booking widgets, which are embedded in the existing websites. These widgets can have custom CSS to adopt the look and feel of your existing website; this provides customers with a seamless browsing experience. Different widgets can be created for different pages and purposes, including programs, courses, or facilities offered by the Widgets can be used as either iFrames or HTML links and include settings to display or hide different information.
Are available high-risk web server software security patches applied and verified at least monthly?	Yes and done on a monthly basis.
Are Web Server and application logs relevant to supporting incident investigation protected against modification, deletion, and/or inappropriate access?	Yes
Is there an established incident management program that has been approved by management, communicated to appropriate constituents and an owner to maintain, and review the program?	Yes
Is there a formal Incident Response Plan?	Yes. PerfectMind's incident response plan provides an action plan for a variety of scenarios.
Are events on Scoped Systems or systems containing Scoped Data relevant to supporting incident investigation regularly reviewed using a specific methodology to uncover potential incidents?	Yes

Does regular security monitoring include malware activity alerts such as uncleaned infections and suspicious activity?	All layers of the solution are monitored, protected and secured using industry standard tools and procedures including PCI level 1. All servers are monitored on a 24x7x365 basis using multiple monitoring systems and metrics are reviewed and tuned by DevOps team. The system undergoes monthly, quarterly and annual audit and scans by in-house and third-party tools and vendors. A diagram which outlines various layers of the architecture and how they're monitored is provided in Section 5.3 Security and Monitoring. Some tools utilized for security control include: • AWS Shield, a managed service that provides protection against the most common and frequently occurring Infrastructure layer attacks (layer 3 and 4) like UDP floods, State exhaustion attacks like TCP SYN floods and Reflection attacks. • AWS GuardDuty, a managed threat detection service that continuously monitors for malicious or unauthorized behavior. Detections are made more accurate by incorporating threat intelligence (such as lists of known malicious IP addresses provided by AWS Security and 3rd party threat intelligence partners). It also uses machine learning to detect anomalous account and network activities. • AlertLogic Threat Manager is an Intrusion Detection system-as-a-service and Vulnerability Management solution protects the infrastructure and application by combining IDS with vulnerability management.

Are there security and hardening standards for network devices, including Firewalls, Switches, Routers and Wireless Access Points (baseline configuration, patching, passwords, Access control)?	Yes. PerfectMind's database servers are confined within a private network and the front-end servers are protected using physical and virtual firewall appliances, network ACLs, intrusion detection and prevention, and Distributed Denial-of-Service (DDoS). PerfectMind's platform utilizes standard browser configurations with no requirement to open specific ports. Frontend servers are members of security groups with sets of firewall rules to only pass-through allowed and whitelisted traffic.
Are all network device administrative interfaces configured to require authentication and encryption?	Yes
Are default passwords changed or disabled prior to placing network devices into production?	Yes
Is there sufficient detail contained in network device logs to support incident investigation?	All layers of PerfectMind's solution are monitored, protected, and secured using industry-standard tools and procedures including NIST and PCI level 1. All servers are monitored on a 24/7/365 basis using multiple monitoring systems, and metrics are reviewed and tuned by our internal DevOps team. The system undergoes monthly, quarterly, and annual audits and scans by both in-house and third-party tools and vendors to ensure security is upheld.
Are all available high-risk security patches applied and verified on network devices?	Servers are updated monthly for minor releases and quarterly for major releases. In the event of a discovery of a major security risk or vulnerability, an emergency maintenance window will be scheduled during non-business hours and customers will be notified in advance through email and a popup within the software. All releases are provided in Beta to all customers for training and testing purposes before being pushed to production servers. Full training and help files are provided when new features are released to Beta.
Are network technologies used to isolate critical and sensitive systems into network segments separate from	Each client has their own dedicated database, which is encrypted. The front-end server would

those with less sensitive systems?	establish secure and encrypted connection to that specific database which eliminates the need to implement network separation.
Is every connection to an external network (e.g., The Internet, partner networks) terminated at a firewall?	Yes. PerfectMind's database servers are confined within a private network and the front-end servers are protected using physical and virtual firewall appliances, network ACLs, intrusion detection and prevention, and Distributed Denial-of-Service (DDoS). PerfectMind's platform utilizes standard browser configurations with no requirement to open specific ports. Frontend servers are members of security groups with sets of firewall rules to only pass-through allowed and whitelisted traffic.
o network devices deny all access by default?	Yes
Do the firewalls have any rules that permit 'any' network, sub network, host, protocol, or port on any of the firewalls (internal or external)?	PerfectMind's database servers are confined within a private network and the front-end servers are protected using physical and virtual firewall appliances, network ACLs, intrusion detection and prevention, and Distributed Denial-of-Service (DDoS). PerfectMind's platform utilizes standard browser configurations with no requirement to open specific ports. Frontend servers are members of security groups with sets of firewall rules to only pass-through allowed and whitelisted traffic.

Are encrypted communications required for all remote network connections from external networks to networks containing Scoped Systems and Data?	Client data is secured during transmission using TLS 1.2 and stored on Amazon AWS datacenters using the SHA256 hashing algorithm. Client data is encrypted during transmission and stored on Amazon AWS datacenters. Data is encrypted using 256-bit SSL encryption. All HTTPS links are secured using the SHA256 hash algorithm. Network traffic is monitored to protect against malicious activities and block intrusions, and the traffic between the application and platform system is encrypted. PerfectMind's infrastructure is protected by multiple layers of security such as AWS Shield, AlertLogic, and AWS GuardDuty. AWS Shield is a managed service that provides protection against the most common and frequently occurring Infrastructure layer attacks (layer 3 and 4) such as UDP floods, state exhaustion attacks such as TCP SYN floods, and reflection attacks. AlertLogic ThreatManager protects the infrastructure and application by combining an intrusion detection system with vulnerability management. AWS GuardDuty is a managed threat detection service that continuously monitors for malicious or unauthorized behavior. Detections are made more accurate by incorporating threat intelligence such as lists of known malicious IP addresses provided by AWS Security and third-party threat intelligence partners. It also uses machine learning to detect anomalous account and network activities.
Is remote administration of organizational assets approved, logged, and performed in a manner that prevents unauthorized access?	Yes
Are encrypted communications required for all remote system access?	Yes. Data is encrypted using TLS 1.2 encryption. All HTTPS links are secured using the SHA256 hash algorithm. Also, PerfectMind is a web-based solution.
Are Network Intrusion Detection capabilities employed?	Yes. Network traffic is monitored to protect against malicious activities and block intrusions, and the traffic between the application and platform system is encrypted.
Is Scoped Data sent or received electronically?	Yes
Are applications used to transmit, process, or store Scoped Data?	Yes.

Are controls validated by independent, third party auditors or information security professionals?	All layers of the solution are monitored, protected and secured using industry standard tools and procedures. All servers are monitored on a 24x7x365 basis using multiple monitoring systems, and metrics are reviewed and tuned by the Development team. The system undergoes monthly, quarterly, and annual audits and scans by in-house and third-party tools and vendors.
Is there a policy that defines network security requirements that is approved by management, communicated to Constituents, and has an owner to maintain and review?	All layers of PerfectMind's solution are monitored, protected, and secured using industry-standard tools and procedures including NIST and PCI level 1. All servers are monitored on a 24/7/365 basis using multiple monitoring systems, and metrics are reviewed and tuned by our internal DevOps team. The system undergoes monthly, quarterly, and annual audits and scans by both in-house and third- party tools and vendors to ensure security is upheld.
Is there a DMZ environment within the network that transmits, processes, or stores Scoped Systems and Data?	The solution is hosted on a shared tenancy infrastructure where each client database is completely isolated. If necessary, a dedicated environment can be provisioned for clients who wish to have more control over their application (for additional cost).
Is there collection of, access to, processing of, or retention of any client scoped Data that includes any classification of non-public personal information or personal data of individuals?	No

Is client scoped data collected, accessed, transmitted, processed, or retained that can be classified under U.S. State Privacy Regulations? (e.g., CA, MA, NY, NV, WA, CO)	PerfectMind is a validated service provider under DSS(Data Security Standard) and PCI (Payment Card Industry) compliant. Our data centre is SOC2/3 certified. PerfectMind adheres to the principles of Access to Information and Protection of Privacy. All infrastructure and underlying storage used by PerfectMind is encrypted, and files are securely deleted using NIST 800-88 standard method in accordance with industry best practices. The physical security of data is governed to the highest standards by the hosting provider, AWS. PerfectMind clients have dedicated databases which are individually encrypted for their protection. All production servers are assessed and scanned on a monthly basis by ControlScan (third party security). Financial information, passwords, and other sensitive information are encrypted in the system and saved as encoded information within the database. Data servers are protected by firewalls and restricted ACLs. Client data is secured during transmission using TLS 1.2 and stored on Amazon AWS datacentres using the SHA256 hashing algorithm. Data is encrypted using 256-bit SSL encryption, client data is encrypted during transmission, and all HTTPS links are secured using the SHA256 hash algorithm The data contained within the City's specific database is encrypted with a unique encryption key visible only to authorized and authenticated users. At no time will data be visible to other users of the platform. PerfectMind will not access or share client data without explicit written approval from an authorised user. Data is provided to the City upon termination of the contract. After 90 days of decommission, data is destroyed using industry standards and a certificate of destruction is provided to the customer. Data will be sanitized and destroyed as according to the NIST 800-88 standards. Debit/Credit Card information is not stored in PerfectMind, in accordance with PCI standards.

	Instead, card data is tokenized and forwarded to the payment processor for payment. PerfectMind only stores the last 4 digits of the card number for verification purposes, which are stored indefinitely. PerfectMind allows users to opt in or opt out of emails and other marketing notifications.
Is client scoped data collected, accessed, transmitted, processed, or retained that can be classified as European Union covered Personal Data, or Sensitive Personal Data (e.g., genetic data, biometric data, health data)?	No
Is Client scoped data collected, transmitted, processed, or retained that can be classified as Personal Information as defined by Canadian Personal Information Protection and Electronic Documents Act (PIPEDA) or Canadian Provincial Privacy Regulations	Yes. PerfectMind is FOIP and MFIPPA compliant. We have assisted in the completion of a Privacy Impact Assessment document for other clients based on our solution and our implementation within the municipality's environment
Are there contractual obligations and procedures defined to address breach notification to the client including maintenance of record-keeping obligations of all breaches?	Yes. PerfectMind's incident response plan provides an action plan for a variety of scenarios. PerfectMind will contact the customer via phone and email within one business hour of breach being detected.
Is documentation of data flows and/or data inventories maintained for client scoped privacy data based on data or asset classification?	Yes

Is there a designated organizational structure or function responsible for data privacy or data protection as it relates to client-scoped privacy data?	Yes
Are regular privacy impact risk assessments conducted? If yes, please provide frequency and scope in 'Additional Information' field.	PerfectMind is FOIP and MFIPPA compliant. We have assisted in the completion of a Privacy Impact Assessment document for other clients based on our solution and our implementation within the municipality's environment. PerfectMind can assist the City in the completion of a Privacy Impact Assessment upon contract award, if required.

Does the organization have or maintain internet-facing websites(s), mobile applications, or other digital services or applications that, collect, use, or retain client- scoped private data and are used directly by individuals?	No
Is personal data collected directly from an individual on behalf of the client?	This depends on if the registration, booking or creation of the customer profile is completed online, in- person or over the phone.
Are there documented privacy policies and procedures that address choice and consent based on the statutory, regulatory, or contractual obligations to provide privacy protection for client-scoped privacy data?	Our Privacy Policy is in the footer of our website (www.perfectmind.com) and can be shown on all PerfectMind pages through a simple setting.
For client-scoped Data, is personal data provided to the organization directly by the client?	Yes
Are there documented policies and operating procedures regarding limiting the personal data collected and its use to the minimum necessary?	PerfectMind stores client data within client specific databases on an industry standard secured data centre. All data transmissions are secured and encrypted in and out of this data centre.
Is there a documented data protection program with administrative, technical, and physical and environmental safeguards for the protection of client-scoped Data?	PerfectMind stores client data within client specific databases on an industry standard secured datacentre. All data transmissions are secured and encrypted in and out of this datacenter.
Do fourth parties, (e.g., subcontractors, sub-processors, sub-service organizations) have access to or process client scoped data?	No
Are there controls in place to ensure that the collection and usage of client scoped data or personal information used or processed by the organization is limited and in compliance with applicable law?	Yes
Is there a documented records retention policy and process with defined schedules that ensure that Personal Information is retained for no longer than necessary?	PerfectMind and the customer will determine how long data is retained during contract negotiations or implementation. Most municipalities choose a 7 year retention period, however, a specific retention schedule can be agreed upon to meet the customers retention policies.
Are policies and procedures in place to address third party privacy obligations including limitations on disclosure and use of client scoped data?	Yes

Is there a data privacy or data protection function that maintains enforcement and monitoring procedures to address compliance for its privacy obligations for client-scoped privacy data?	Yes. Our Privacy Policy is in the footer of our website (www.perfectmind.com) and can be shown on all PerfectMind pages through a simple setting
Are there policies and processes in place to address privacy inquiries, complaints, and disputes?	Yes
Are network vulnerability scans performed against internal networks and systems?	Yes. All layers of PerfectMind's solution are monitored, protected, and secured using industry-standard tools and procedures including NIST and PCI level 1. All servers are monitored on a 24/7/365 basis using multiple monitoring systems, and metrics are reviewed and tuned by our internal DevOps team. The system undergoes monthly, quarterly, and annual audits and scans by both in-house and third- party tools and vendors to ensure security is upheld.
Are network vulnerability scans performed against internet-facing networks and systems?	Yes. See answer above
Is there a documented process in place to protect against and detect attacks against automatic software update mechanisms?	Yes

Do network vulnerability scans occur at least Monthly?	All layers of the solution are monitored, protected and secured using industry standard tools and procedures, including PCI level 1. All servers are monitored on a 24x7x365 basis using multiple monitoring systems and metrics are reviewed and tuned by DevOps team. The system undergoes monthly, quarterly and annual audit and scans by in-house and third-party tools and vendors
Are server security configuration reviews performed regularly to validate compliance with documented standards?	Yes, all systems follow security best practices and are audited regularly.
Are all servers configured according to security standards as part of the build process?	Yes
Are all systems and applications patched regularly?	PerfectMind has a Patch Management policy following PCI quarterly requirements. All systems are patched on a monthly basis.
Is there a documented privacy policy and are procedures maintained for the protection of information collected, transmitted, processed, or maintained on behalf of the client?	PerfectMind is FOIP and MFIPPA compliant. We have assisted in the completion of a Privacy Impact Assessment document for other clients based on our solution and our implementation within the municipality's environment.
Are Hypervisor hardening standards applied on all Hypervisors?	Yes, all systems follow security best practices and are audited regularly.
Are Hypervisor Standard builds/security compliance checks required?	This is not required by the City. However, all systems follow security best practices and are audited regularly.
Are Hypervisors kept up to date with current patches?	Yes, all systems follow security best practices and are audited regularly.
Is sufficient information in Hypervisor logs to evaluate incidents?	In certain scenarios, a request for security audits can be complied with. A more detailed discussion is required in regards to this request. The City will be responsible for all costs for the audit.

Are Hypervisors used to manage systems used to transmit, process, or store Scoped Data?	PerfectMind is a validated service provider under DSS(Data Security Standard) and PCI (Payment Card Industry) compliant. Our data centre is SOC2/3 certified. PerfectMind adheres to the principles of Access to Information and Protection of Privacy. All infrastructure and underlying storage used by PerfectMind is encrypted, and files are securely deleted using NIST 800-88 standard method in accordance with industry best practices. The physical security of data is governed to the highest standards by the hosting provider, AWS. PerfectMind clients have dedicated databases which are individually encrypted for their protection. All production servers are assessed and scanned on a monthly basis by ControlScan (third party security). Financial information, passwords, and other sensitive information are encrypted in the system and saved as encoded information within the database. Data servers are protected by firewalls and restricted ACLs. Client data is secured during transmission using TLS 1.2 and stored on Amazon AWS datacentres using the SHA256 hashing algorithm. Data is encrypted using 256-bit SSL encryption, client data is encrypted during transmission, and all HTTPS links are secured using the SHA256 hash algorithm The data contained within the City's specific database is encrypted with a unique encryption key visible only to authorized and authenticated users. At no time will data be visible to other users of the platform. PerfectMind will not access or share client data without explicit written approval from an authorised user. Data is provided to the City upon termination of the contract. After 90 days of decommission, data is destroyed using industry standards and a certificate of destruction is provided to the customer. Data will be sanitized and destroyed as according to the NIST 800-88 standards. Debit/Credit Card information is not stored in PerfectMind, in accordance with PCI standards. Instead, card data is tokenized and forwarded to the payment processor for payment. PerfectMind only stores the last 4 digits of the card number for

	verification purposes, which are stored indefinitely. PerfectMind allows users to opt in or opt out of emails and other marketing notifications.
Are there physical security controls for all secured facilities (e.g., data centers, office buildings)?	Amazon Web Services has fully staffed data centers with security access on a strict, privileged basis. All security measures such as personnel, video surveillance, and access restrictions are enforced 24/7/365. With multiple geographic regions and availability zones in case of failure modes, such as natural disasters and/ or system failures, accessibility and resilience are maintained for organizations and their customers. Infrastructure are built to a minimum of N+1 redundancy.
Are formal business continuity procedures developed and documented?	Yes. Data is replicated and synchronized between the primary and disaster recovery data centres in real time, with a latency of no more than 100ms. PerfectMind provides weekly full backups with daily differential backups for all client databases. Under the standard policy, PerfectMind's platform transaction logs are backed up every ten minutes, and client databases are backed up every night and archived. In the event of a system failure, the previous night’s

backup will be restored followed by the most recent transaction logs. For payment processing, PerfectMind backs up transaction logs every ten minutes; therefore, in case of disaster, the maximum data loss will be ten minutes. In conjunction with the standard disaster recovery policy, critical data such as billing information is protected by a dedicated database with a zero-data loss policy. Disaster recovery testing takes place every 6 months..

Does the approved anti-malware policy or program mandate an interval between the availability of a new anti-malware signature update and its deployment no longer than 24 hours?	PerfectMind has established processes and procedures for access to client information and incident response. Servers are protected by firewalls and restrict ACLs; in more detail, they are scanned for vulnerability and penetration testing on a monthly and quarterly basis. All access to client information including SQL DB and Server access is restricted to only those staff that need to access the data for trouble shooting and client service issues. The access list is reviewed regularly and staff removed or added as appropriate.
Is there a documented third-party risk management program in place for the selection, oversight, and risk assessment of Subcontractors (e.g. service providers, dependent service providers, sub-processors)?	Yes
Does the third-party risk management program require Confidentiality and/or Non- Disclosure Agreements from Subcontractors?	Yes. To exchange confidential information, both parties are required to sign a non- disclosure agreement which will protect the parties throughout the term of the agreement.
Does the third-party risk management program require business units to notify if there are new or changed subcontractors?	Yes
Do Subcontractors (e.g., backup vendors, service providers, equipment support maintenance, software maintenance vendors, data recovery vendors, hosting providers, etc.) have access to scoped systems and data or processing facilities?	No
Is the Cloud Service Provider certified by an independent third party for compliance with domestic or international control standards (e.g., the National Institute of Standards and Technology - NIST, the International Organization for Standardization - ISO)?	Yes. AWS is compliant with Cloud Security Alliance (CSA) Controls, ISO 9001, ISO 27001, ISO 27017, ISO 27018, SOC 1, SOC 2, and SOC 3.
Are audits performed to ensure compliance with applicable statutory, regulatory, contractual or industry requirements?	Our hosting provider, Amazon Web Services, undergoes annual audits and SOC reports can be shared upon signing an NDA.
Are Constituents required to attend security awareness training?	PerfectMind does not require constituents to attend security awareness training. PerfectMind staff attend security awareness trainings.

Is there a policy or process for the backup of production data?	Data is replicated and synchronized between the primary and disaster recovery data centres in real-time, with a latency of no more than 100ms. PerfectMind provides weekly full backups with daily differential backups for all client databases. Under the standard policy, PerfectMind's platform transaction logs are backed up every ten minutes, and client databases are backed up every night and archived. In the event of a system failure, the previous night's backup will be restored followed by the most recent transaction logs. For payment processing, PerfectMind backs up transaction logs every ten minutes; therefore, in case of disaster, the maximum data loss will be ten minutes. In conjunction with the standard disaster recovery policy, critical data such as billing information is protected by a dedicated database with a zero-data loss policy. Disaster recovery testing takes place every 6 months.

SOFTWARE AUTHORIZATION REQUEST

Vendor Information	
Name	PerfectMind, Inc.
Street Address	200-4333 Still Creek
City	Burnaby
State	BC
Zip Code	V5C 6S6
Website	https://www.perfectmind.com/
Vendor Contact	
Name	Sharon Atwal
Email	prrfp@perfectmind.com
Phone	877 737 8030
Internal City Contact	
Requesting Department	Procurement & Contracting
City Contact Name	Corrin Fitsemons
Phone (Direct and Ext.)	352-629-8364
Email	CMFitsemons@Ocalafl.org
Additional Information	
Has the vendor been approved by the I.T. Director?	Yes
What vendor score did I.T. provide for this vendor?	87%
What date was the vendor score provided?	11/22/2021
Select if I.T. has approved this software?	N/A
Approving I.T. Director/CIO Signature:	*Christopher Ramos*

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **Parks & Recreation Management Software**
ProRFx ID: RFQ10122100000126
Notifications Sent: 211
Bids: 3

Solicitation: **RFQ# REC/210945**
Buyer: Eileen Marquez
Email: emarquez@ocalafl.org
Buyer Phone: 352-629-8362

3/1/22 **Notice of Intent to Award** to **Perfect Mind, Inc.** pending City Council approval.

Proposer Name	Office Location	Pricing & Score
Perfect Mind, Inc.	Burnaby, BC	**$ 92,146.00**
(Includes third-party credit card processing equipment)		Score: 80.3
RecTrac, LLC.	Essex Jct, VT	$ 128,727.00
		Score: 70.4
~~*Global Payments, Inc.**~~	~~*Atlanta, GA*~~	~~*$ 54,000.00*~~

**Rejected for not completing the required technology requirements questionnaire. Bidders had to complete and pass the questionnaire of city technology requirements with a score of 80 or higher.*

File #: 2022-0417 Agenda Item #: 9i.

Submitted By: Shannon Crandall

Presentation By: Robert W. Batsel, Jr.

Department: City Attorney

STAFF RECOMMENDATION (Motion Ready):
Approve February, 2022 city attorney invoices for general city business legal services in the amount of $36,158.00 and for risk management-related legal services in the amount of $5,420.76

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence.

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The enclosed invoices include work performed during the month of February 2022 by the City Attorney's office (consisting of Gooding & Batsel, PLLC and Gilligan, Anderson & Phelan, PA). Each firm has enclosed a separate invoice for services provided, which collectively result in the overall amounts stated above for general city business legal services and risk management-related legal services, collectively.

FINDINGS AND CONCLUSIONS:
N/A

PROCUREMENT REVIEW:
N/A

GOODING & BATSEL, PLLC
ATTORNEYS AT LAW
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OCALA, FLORIDA 34471

W. JAMES GOODING, III
ROBERT W. BATSEL, JR.
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Memorandum

To: Sandra Wilson, City Manager

From: Robert W. Batsel, Jr., City Attorney

Date: March 7, 2022

Re: Invoices from 02/01/22-02/28/22

Attached hereto, please find a Summary of Invoice and Detail of Invoice for the month of February, 2022, for both Risk Management and the City of Ocala.

The total attorney's fees and costs billed for legal services concerning City business performed by Gooding & Batsel, PLLC for attorney's fees and costs is $23,364.50.

The total attorney's fees and costs billed for legal services concerning Risk Management and City business performed by Gilligan, Anderson & Phelan, P.A. is $18,214.26.

Should you have any questions whatsoever regarding the attached invoices, please do not hesitate to contact me. If the invoices meet with your approval, I would appreciate your placing same on the upcoming council agenda.

Attachments:

City Bill Addendum

Summary of Invoices

Detail of Invoices Total: $41,578.76

CITY BILL ADDENDUM

We provide the following information concerning various components of the bill that we believe are of significance to Council:

1. Discount Sleep, et al. v. the City remains pending in trial court. Thomas Cloud and Jason Zimmerman of GrayRobinson continue to serve as lead counsel at the expense of the City's insurance carrier. We are serving in a support and supervisory role with outside counsel and have recently worked with staff on preparing to fund the common fund and with outside counsel on the filing of motions to provide sufficient time to do so. Notices will be sent to class members shortly and we are working on a comprehensive plan for administration and funding consistent with recent and future court orders.

2. Carlton Arms has voluntarily dismissed its lawsuit challenging the legality of the City's fire assessment. We have requested an updated estimate from outside counsel concerning the costs and benefits of a bond validation proceeding and will provide council with a report and recommended course of action upon receipt.

3. We have continued to interface with outside counsel concerning the status of the multi-district litigation against opioid manufacturers and distributors. This continues to progress as settlement negotiations, bankruptcy proceedings of more defendants, and discussions with the City's partners (including Marion County and the Attorney General) about the settlement structure and the highest and best use of proceeds are ongoing. Council recently approved an interlocal agreement with the county, which is a major step forward in the planning for the administration of funding stemming from the lawsuit to maximize positive impact.

4. We have worked with Growth Management, Engineering and applicants or third parties concerning several pending land use matters including plats, concurrency development agreements, transfers of right of way, redevelopment agreements, developer's agreements, comprehensive plan amendments, rezonings, and alcohol location permits. As the City remains extremely busy managing population growth and development activity, staff continues to do a tremendous job keeping up with demand.

5. There is unprecedented activity at the Airport and we are assisting with the negotiation and drafting of several leases and contracts for grants and construction projects.

6. We have worked with Code Enforcement on active cases, public records requests, and requests from property owners or title agents concerning lien releases and payoffs.

7. Ocala Electric Utility is attempting to renegotiate the renewal of its territorial agreement with SECO, which is a high priority, long term contract. We are also working with Electric and Real Estate departments concerning relocations of our facilities on properties undergoing major development or within right of way that is scheduled for expansion.

8. We are working with private partners on several Economic Incentive Program agreements to bring jobs, infrastructure expansion, and utility utilization to the City.

9. We are working with engineers and attorneys representing Ocala Trophy, the Bernetti family, the County, and the Winding Oaks development team concerning the construction of SW 49th Avenue under an arrangement pursuant to which the City will convey to the developer(s) a now-unneeded strip of land adjacent to I-75 and the developer will convey right of way to the County. The sticking

point has been the need for the City to reserve a 69 kV transmission line easement in the property it currently owns, but we are making progress on that front.

10. We are working with Growth Management and Engineering staff to finally obtain the final right of way that will permit the City to complete the "missing link" in 44th Avenue (just south of NW 20th Street). This involves two developers who have been fighting in court for years but who now appear to be motivated to work with us to wrap this up.

11. We are working to close the conveyance of the property upon which the Watula South redevelopment project will be located.

12. We are working with staff and a developer to sell the Tuscawilla fire station property for redevelopment.

13. We are working with City staff and the County concerning the management of animal control services.

14. We assisted Real Estate staff with property swap agreements, purchase and sale agreements, replats, and corrective deeds for several properties owned or being acquired by the City, including a new parking garage downtown.

15. We have worked with Water Resources concerning water and sewer rates and impact fees for isolated projects and to close out the long-awaited agreement with Trinity Catholic to provide for the conveyance of easements and property to accommodate drainage and allow additional expansion of the school and athletic facilities.

Gooding & Batsel, PLLC
1531 SE 36th Ave
Ocala, FL 34471
(352) 579-1290

Statement

TO
City Manager's Office
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

STATEMENT NO. 1010
DATE 03/07/2022
TOTAL DUE $23,364.50
ENCLOSED

DATE	DESCRIPTION	AMOUNT	OPEN AMOUNT
02/28/2022	Invoice #462: Due 03/30/2022.	269.50	269.50
02/28/2022	Invoice #463: Due 03/30/2022.	73.50	73.50
02/28/2022	Invoice #464: Due 03/30/2022.	588.00	588.00
02/28/2022	Invoice #465: Due 03/30/2022.	367.50	367.50
02/28/2022	Invoice #466: Due 03/30/2022.	122.50	122.50
02/28/2022	Invoice #467: Due 03/30/2022.	3,332.00	3,332.00
02/28/2022	Invoice #468: Due 03/30/2022.	24.50	24.50
02/28/2022	Invoice #469: Due 03/30/2022.	3,299.00	3,299.00
02/28/2022	Invoice #470: Due 03/30/2022.	367.50	367.50
02/28/2022	Invoice #471: Due 03/30/2022.	1,176.00	1,176.00
02/28/2022	Invoice #472: Due 03/30/2022.	49.00	49.00
02/28/2022	Invoice #473: Due 03/30/2022.	318.50	318.50
02/28/2022	Invoice #474: Due 03/30/2022.	490.00	490.00
02/28/2022	Invoice #475: Due 03/30/2022.	49.00	49.00
02/28/2022	Invoice #476: Due 03/30/2022.	5,120.50	5,120.50
02/28/2022	Invoice #477: Due 03/30/2022.	343.00	343.00
02/28/2022	Invoice #478: Due 03/30/2022.	220.50	220.50
02/28/2022	Invoice #479: Due 03/30/2022.	98.00	98.00
02/28/2022	Invoice #480: Due 03/30/2022.	2,719.50	2,719.50
02/28/2022	Invoice #481: Due 03/30/2022.	171.50	171.50
02/28/2022	Invoice #482: Due 03/30/2022.	441.00	441.00
02/28/2022	Invoice #483: Due 03/30/2022.	392.00	392.00
02/28/2022	Invoice #484: Due 03/30/2022.	1,837.50	1,837.50
02/28/2022	Invoice #485: Due 03/30/2022.	24.50	24.50
02/28/2022	Invoice #486: Due 03/30/2022.	294.00	294.00
02/28/2022	Invoice #487: Due 03/30/2022.	1,176.00	1,176.00

Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
23,364.50	0.00	0.00	0.00	0.00	**$23,364.50**

Please make checks payable to Gooding & Batsel, PLLC

1049

Gooding & Batsel, PLLC
1531 36th Ave
Ocala, FL 34471

City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

Date: 3/7/2022

Invoice	Matter	Fees	Expenses	Amount
462	Airport	$269.50	$0.00	$269.50
463	Clerk	$73.50	$0.00	$73.50
464	CMO	$588.00	$0.00	$588.00
465	Code Enforcement Board	$367.50	$0.00	$367.50
466	Community Programs	$122.50	$0.00	$122.50
467	Council	$3,332.00	$0.00	$3,332.00
468	CSO	$24.50	$0.00	$24.50
469	Discount Sleep	$2,768.50	$530.50	$3,299.00
470	Electric	$367.50	$0.00	$367.50
471	Engineering	$1,176.00	$0.00	$1,176.00
472	Facilities	$49.00	$0.00	$49.00
473	Finance	$318.50	$0.00	$318.50
474	Fire Department	$490.00	$0.00	$490.00
475	Fleet	$49.00	$0.00	$49.00
476	Growth Management	$5,120.50	$0.00	$5,120.50
477	Human Resources	$343.00	$0.00	$343.00
478	Ocala Fiber Network	$220.50	$0.00	$220.50
479	OPD	$98.00	$0.00	$98.00
480	Opioid Litigation	$2,719.50	$0.00	$2,719.50
481	Public Works	$171.50	$0.00	$171.50
482	Real Estate	$441.00	$0.00	$441.00
483	Recreation & Parks	$392.00	$0.00	$392.00
484	Revitalization Strategies	$1,837.50	$0.00	$1,837.50
485	Risk Management	$24.50	$0.00	$24.50
486	Suntran	$294.00	$0.00	$294.00
487	Water Resources	$1,176.00	$0.00	$1,176.00
Total		$22,834.00	$530.50	$23,364.50

Gooding & Batsel, PLLC
1531 SE 36th Ave
Ocala, FL 34471
(352) 579-1290

INVOICE

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 462
DATE 02/28/2022

TERMS Net 30

MATTER
Airport

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/03/2022	RWB: Review FAA / USDOT Airport Rescue Grant Agreement for form and legality	0.30	73.50
02/04/2022	RWB: Review T-Hangar Leases for form and legality	0.10	24.50
02/04/2022	RWB: Review Second Amendment to Airport Janitorial Services for form and legality	0.10	24.50
02/09/2022	RWB: Review telephone message from Asst. County Attorney Will Harris re ground lease; Telephone conference with Will's assistant	0.10	24.50
02/10/2022	RWB: Telephone conference with Asst. County Attorney Will Harris re Sheriff's Hangar Lease; Telephone conference with Matt Grow; Draft email to Will and Attorney Tim McCourt re timeline	0.50	122.50
			Subtotal: 269.50

Hours Summary:
- Rob Batsel (RWB): 1.10h @$245.00 = $269.50

BALANCE DUE **$269.50**

Please make checks payable to: Gooding & Batsel, PLLC

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Ocala, FL 34471
(352) 579-1290

INVOICE

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 463
DATE 02/28/2022

TERMS Net 30

MATTER
Clerk

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/11/2022	RWB: Review and reply to email from paralegeal re inquiry from Pam Omichinski re agenda materials (Albright)	0.10	24.50
02/17/2022	RWB: Telephone conference with Angel Jacobs	0.20	49.00
		Subtotal:	73.50

Hours Summary:
- Rob Batsel (RWB): 0.30h @$245.00 = $73.50

BALANCE DUE **$73.50**

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INVOICE

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 464
DATE 02/28/2022

TERMS Net 30

MATTER
CMO

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/01/2022	RWB: Review email from Ken Whitehead and PowerPoint re Animal Control	0.20	49.00
02/01/2022	RWB: Telephone conference with Ken Whitehead re Animal Control	0.60	147.00
02/01/2022	RWB: Review Marion County Code re animal control; Draft email to Ken Whitehead	0.20	49.00
02/01/2022	RWB: Telephone conference with Ken Whitehead re Animal Control	0.20	49.00
02/01/2022	RWB: Telephone conference with Ken Whitehead re Animal Control	0.10	24.50
02/07/2022	RWB: Telephone conference with Ken Whitehead	0.10	24.50
02/08/2022	RWB: Review email from Ken Whitehead and slides re solid waste and animal control in preparation for workshop	0.40	98.00
02/08/2022	RWB: Review email from Daphne Robinson to Curt Bromund re Hospital District MOU - Mary Sue Rich Community Center	0.10	24.50
02/14/2022	RWB: Attend Zoom meeting re council agenda review	0.30	73.50
02/15/2022	RWB: Review Hold Harmless Agreement with Marion County re Marion County Day 2022	0.10	24.50
02/16/2022	RWB: Review Third Amendment to Agreement for Litter Control Services (Wear Gloves) for form and legalty	0.10	24.50

Subtotal: 588.00

Hours Summary:
- Rob Batsel (RWB): 2.40h @$245.00 = $588.00

BALANCE DUE **$588.00**

Please make checks payable to: Gooding & Batsel, PLLC

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Ocala, FL 34471
(352) 579-1290

INVOICE

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 465
DATE 02/28/2022

TERMS Net 30

MATTER
Code Enforcement Board

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/03/2022	RWB: Review and reply to email re code enforcement lien (241 SW 19th Street)	0.90	220.50
02/08/2022	RWB: Telephone conference with Patti Hitchcock re Advanced Pallets and pics; Draft email to Magistrate Dobbins re scope of discretion	0.50	122.50
02/10/2022	RWB: Review and reply to email from Magistrate Tom Dobbins	0.10	24.50
			Subtotal: 367.50

Hours Summary:
- Rob Batsel (RWB): 1.50h @$245.00 = $367.50

BALANCE DUE **$367.50**

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INVOICE

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 466
DATE 02/28/2022

TERMS Net 30

MATTER
Community Programs

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/10/2022	RWB: Review Agreement for CDBG Housing Rehabilitation for form and legality	0.10	24.50
02/14/2022	RWB: Review CDBG Housing Rehabilitation Agreement for form and legality	0.10	24.50
02/15/2022	RWB: Review CDBG Housing Rehabilitation Agreement for form and legality	0.10	24.50
02/15/2022	RWB: Review CDBG Housing Rehabilitation Agreement - Roney for form and legality	0.10	24.50
02/26/2022	RWB: Review Agreement for CDBG Housing Rehabilitation for form and legality	0.10	24.50
			Subtotal: 122.50

Hours Summary:
- Rob Batsel (RWB): 0.50h @$245.00 = $122.50

BALANCE DUE **$122.50**

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1531 SE 36th Ave
Ocala, FL 34471
(352) 579-1290

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BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 467
DATE 02/28/2022

TERMS Net 30

MATTER
Council

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/01/2022	RWB: Review materials re ethics complaint and ciy code re same; Draft email to city council re summary of walk-on item	0.50	122.50
02/01/2022	RWB: Telephone conference with Councilman Musleh re walk-on item	0.20	49.00
02/01/2022	RWB: Telephone conference with Councilman Mansfield	0.20	49.00
02/01/2022	RWB: Meeting with Councilwoman Dreyer re walk-on item	0.20	49.00
02/01/2022	RWB: Complete review of council agenda packet	0.60	147.00
02/01/2022	RWB: Attend city council meeting	1.80	441.00
02/04/2022	RWB: Draft email to city council members re meeting with Albright	0.10	24.50
02/07/2022	RWB: Telephone conference with Councilman Hilty	0.20	49.00
02/08/2022	RWB: Attend city council workshop	2	490.00
02/14/2022	RWB: Review city council agenda packet materials	1.70	416.50
02/14/2022	WJG: Review agenda and office conference with Rob Batsel and Pat Gilligan re same	0.30	73.50
02/15/2022	RWB: Telephone conference with Councilman Musleh	0.40	98.00
02/15/2022	RWB: Meeting with Councilman Musleh and Tye Chighizola	0.20	49.00
02/15/2022	RWB: Attend city council meeting	2.80	686.00
02/25/2022	RWB: Review city council agenda; Telephone conference with Attorney Jimmy Gooding and Pat Gilligan	0.20	49.00
02/25/2022	WJG: Review agenda and office conference with Pat Gilligan and telephone conference with Rob Batsel re same; Attend City Manager Zoom meeting re same	0.60	147.00
02/28/2022	WJG: Office conference with Rob Batsel and Pat Gilligan concerning agenda review	0.10	24.50
02/28/2022	RWB: Telephone conference with Councilman Musleh (partial entry)	0.40	98.00
02/28/2022	RWB: Review city council agenda packet	1.10	269.50
			Subtotal: 3,332.00

Hours Summary:
- Rob Batsel (RWB): 12.60h @$245.00 = $3,087.00

BALANCE DUE **$3,332.00**

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- Jimmy Gooding (WJG): 1.00h @$245.00 = $245.00

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BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 468
DATE 02/28/2022

TERMS Net 30

MATTER
CSO

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/10/2022	RWB: Review WENCO Holdings Utility Bond for form and legality	0.10	24.50
			Subtotal: 24.50

Hours Summary:
- Rob Batsel (RWB): 0.10h @$245.00 = $24.50

BALANCE DUE **$24.50**

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(352) 579-1290

INVOICE

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 469
DATE 02/28/2022

TERMS Net 30

MATTER
Discount Sleep

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/01/2022	RWB: Telephone conference with Attorney Jason Zimmerman re shade meeting preparation	0.20	49.00
02/01/2022	RWB: Review pending motion and notice of hearing in preparation for shade meeting	0.40	98.00
02/01/2022	RWB: Attend shade meeting	0.70	171.50
02/08/2022	RWB: Review pending motions, City Response, court docket, and notices of hearing	0.50	122.50
02/08/2022	RWB: Review draft shade meeting notices	0.10	24.50
02/08/2022	RWB: Discussion with Lori Boley re shade meeting scheduling	0.10	24.50
02/08/2022	RWB: Draft email to Attorney Jason Zimmerman re various outstanding items	0.20	49.00
02/10/2022	RWB: Review Second Amended Notice of Hearing; Draft email to Lori Boley	0.10	24.50
02/11/2022	RWB: Review Plaintiff's Reply to Defendant's Response in Opposition to Plaintiff's Motion to DIsburse Attorney's Fees, Costs, Class Rep Service Awards and Class Refunds; Telephone conference with Attorney Jason Zimmerman re same and hearing preparation	0.60	147.00
02/11/2022	RWB: Review docket entries related to March 26, 2018 Order; Telephone conference with Attorney Jason Zimmerman re continued hearing preparation	0.40	98.00
02/11/2022	RWB: Review email from Attorney Savannah Clifton; Review Motion Requesting Appointment of Claims Administrator; Exchange follow-up emails with Savannah and Attorney Jason Zimmerman; Telephone conference with jason	0.30	73.50
02/11/2022	RWB: Attend hearing on Motion to Approve Class Notice of Final Hearing	0.40	98.00
02/11/2022	RWB: Telephone conference with Attorney Jason Zimmerman re strategy	0.30	73.50
02/11/2022	RWB: Research re potential options discussed with Attorney Jason Zimmerman	0.90	220.50
02/11/2022	RWB: Review proposed order; Draft email to city council members and Sandra Wilson re hearing and meeting on Monday	0.20	49.00

DATE	DESCRIPTION	HRS	AMOUNT
02/11/2022	RWB: Review and reply to email from Councilman Hilty	0.10	24.50
02/11/2022	RWB: Review and reply to email from Lori Boley	0.10	24.50
02/11/2022	RWB: Review Order Approving Class Notice of Final Hearing	0.10	24.50
02/14/2022	RWB: Telephone conference with Bill Kauffman re status and strategy	0.30	73.50
02/14/2022	RWB: Research legal issues discussed as potential options	1.70	416.50
02/14/2022	RWB: Telephone conference with Attorney Jason Zimmerman	0.20	49.00
02/14/2022	RWB: Telephone conference with Councilman Hilty	0.10	24.50
02/15/2022	RWB: Telephone conference with Attorney Jason Zimmerman re strategy and shade meeting	0.40	98.00
02/15/2022	RWB: Draft email to Bill Kauffman and Emory Roberts re outstanding issues	0.20	49.00
02/15/2022	RWB: Conference call with Councilman Hilty and Attorney Jason Zimmerman	0.30	73.50
02/15/2022	RWB: Review Notice of Hearing	0.10	24.50
02/15/2022	RWB: Attend shade meeting	0.80	196.00
02/16/2022	RWB: Review and reply to emails from Bill Kauffman and Emory Roberts re notices / claims administration	0.20	49.00
02/16/2022	RWB: Conference call with Bill Kauffman, Emory Roberts and Jeanine Robbins	0.40	98.00
02/18/2022	RWB: Review and reply to email from Jeannine Robbins re class notices	0.10	24.50
02/18/2022	RWB: Review and reply to email from Veronica Martinez re class member workbook	0.10	24.50
02/18/2022	RWB: Draft email to Attorney Jason Zimmerman and city staff re outstanding items	0.20	49.00
02/28/2022	RWB: Review emails from Veronica Martinez and Jennine Robbins re class member information and registration; Telephone conferences (x2) with Attorney Jason Zimmerman re outstanding issues; Draft email to Jason and city staff re request for action	0.40	98.00
02/28/2022	RWB: Review and reply to emails from Attorney Jason Zimmerman and Veronica Martinez	0.10	24.50
			Subtotal: 2,768.50
	====== Expenses		
02/15/2022	Owen & Associates: Owen & Associates - Roundtable transcript for 2-02-22 meeting - Invoice 32409		268.50
02/25/2022	Owen & Associates: Owen & Associates - Roundtable transcript for 2-15-22 meeting - Invoice 32431		262.00
			Subtotal: 530.50

Hours Summary:
- Rob Batsel (RWB): 11.30h @$245.00 = $2,768.50

BALANCE DUE **$3,299.00**

Please make checks payable to: Gooding & Batsel, PLLC **1060**

Gooding & Batsel, PLLC
1531 SE 36th Ave
Ocala, FL 34471
(352) 579-1290

INVOICE

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 470
DATE 02/28/2022

TERMS Net 30

MATTER
Electric

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/04/2022	RWB: Review Tri-Party Net-Metering Power Purchase Agreement and Interconnection Agreement for form and legality	0.10	24.50
02/10/2022	RWB: Review Tri-Party Net-Metering Power Purchase Agreement and Interconnection Agreement for form and legality	0.10	24.50
02/11/2022	RWB: Review Tri-Party Net-Metering Power Purchase Agreement and Interconnection Agreement for form and legality	0.10	24.50
02/14/2022	RWB: Review Tri-Party Net-Metering Power Purchase Agreement and Interconnection Agreement for form and legality	0.10	24.50
02/15/2022	RWB: Review Tri-Party Net-Metering Power Purchase Agreement and Interconnection Agreement for form and legality	0.10	24.50
02/18/2022	RWB: Review email from Randy Hahn; Review Encroachment Agreement with Florida Gas Transmission together with file materials and prior revisions; Draft email to Randy	0.30	73.50
02/18/2022	RWB: Telephone conference with Attorney Tim Haines re Bernetti Easement and 49th Ave	0.20	49.00
02/18/2022	RWB: Telephone conference with Thad Boyd re Bernetti easement / impact fee credits	0.10	24.50
02/18/2022	RWB: Telephone message for Randy Hahn re Bernetti signs / transmission line easement	0.10	24.50
02/18/2022	RWB: Review Tri-Party Net-Metering Power Purchase Agreements for form and legality	0.10	24.50
02/18/2022	RWB: Review Construction Services Agreement for Force Main Upgrade for form and legality	0.10	24.50
02/26/2022	RWB: Review Tri-Party Net-Metering Power Purchase Agreements for form and legality	0.10	24.50

Subtotal: 367.50

Hours Summary:
- Rob Batsel (RWB): 1.50h @$245.00 = $367.50

BALANCE DUE **$367.50**

Please make checks payable to: Gooding & Batsel, PLLC **1061**

Gooding & Batsel, PLLC
1531 SE 36th Ave
Ocala, FL 34471
(352) 579-1290

INVOICE

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 471
DATE 02/28/2022

TERMS Net 30

MATTER
Engineering

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/03/2022	RWB: Review string of emails between city staff, Rodney Rogers and Mrs. Van Eldik re encroachment agreement; Draft/revise Encroachment Agreement for fences; Draft email to Sean Lanier and staff	0.80	196.00
02/04/2022	RWB: Review email from Oscar Tovar and prior emails/sketches re Vaneldik Encroachment Agreement; Begin revising agreement re 12th Street; Telephone message for Oscar; Telephone conference with Oscar; Revise Encroachment Agreement; Draft email to Oscar and Sean Lanier with revised agreement and redline	0.70	171.50
02/10/2022	RWB: Telephone conference with Attorney Bob Wilson re Vaneldik Encroachment Agreement	0.20	49.00
02/16/2022	RWB: Review Construction Services Agreement for Parking Lot Improvement Program Projects for form and legality	0.10	24.50
02/18/2022	RWB: Ramar DRA Purchase and Sale (44th Ave) - Review emails and prior drafts/redlines; Draft/revise Purchase and Sale Agreement, Exhibits (Addendum and DRA Easement Agreement); Telephone conference with Pete Lee; Continue revisions; Draft emails to City staff with drafts of Agreement and all exhibits	2.70	661.50
02/26/2022	RWB: Review First Amendment to Agreement for Transportation Rehabilitation Program Projects for form and legality	0.10	24.50
02/28/2022	RWB: Review Construction Services Agreement for Force Main Upgrade for form and legality	0.20	49.00
			Subtotal: 1,176.00

Hours Summary:
- Rob Batsel (RWB): 4.80h @$245.00 = $1,176.00

BALANCE DUE **$1,176.00**

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INVOICE # 472
DATE 02/28/2022

TERMS Net 30

MATTER
Facilities

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/04/2022	RWB: Review Agreement for Overhead Door Preventative Maintenance and Repair Services for form and legality	0.10	24.50
02/17/2022	RWB: Review Agreement for Epoxy Floor Installation at Fire Stations #2 and #6 for form and legality	0.10	24.50
			Subtotal: 49.00

Hours Summary:
- Rob Batsel (RWB): 0.20h @$245.00 = $49.00

BALANCE DUE **$49.00**

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INVOICE # 473
DATE 02/28/2022

TERMS Net 30

MATTER
Finance

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/02/2022	RWB: Fire User Fee Loan - Review and revise draft Resolution authorizing loan; Review and revise Line of Credit Agreement; Draft email to Emory Roberts and Tiffany Kimball re redlines and revised drafts	1.30	318.50
			Subtotal: 318.50

Hours Summary:
- Rob Batsel (RWB): 1.30h @$245.00 = $318.50

BALANCE DUE **$318.50**

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INVOICE # 474
DATE 02/28/2022

TERMS Net 30

MATTER
Fire Department

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/15/2022	RWB: Review Complaint for Declaratory Relief and background materials re Firefighters' Retirement Plan v. City and IAFF Local 2135 in preparation for city council meeting	0.60	147.00
02/16/2022	RWB: Carlton Arms / Bond Validation - Review and reply to email from Attorney Rob Kelley re dismissal; Review bond validation materials; Draft email to city council, staff, and Attorney Susan Schoettle re status	0.40	98.00
02/17/2022	RWB: Review email from Attorney Rob Kelley together with Stipulated Notice of Dismissal; Draft reply re prejudice	0.10	24.50
02/17/2022	RWB: Carlton Arms - Exchange additional emails with Attorney Rob Kelley; Review bond validation materials; Draft email to city council members and staff re update; Exchange emails with Attorneys Chris Roe and JoLinda Herring	0.80	196.00
02/26/2022	RWB: Review Agreement for Medical Director Services for form and legality	0.10	24.50
			Subtotal: 490.00

Hours Summary:
- Rob Batsel (RWB): 2.00h @$245.00 = $490.00

BALANCE DUE **$490.00**

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INVOICE # 475
DATE 02/28/2022

TERMS Net 30

MATTER
Fleet

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/16/2022	RWB: Review Agreements (x2) to Provide Consignment Auto Parts Inventory Services for form and legality	0.20	49.00
			Subtotal: 49.00

Hours Summary:
- Rob Batsel (RWB): 0.20h @$245.00 = $49.00

BALANCE DUE **$49.00**

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DATE 02/28/2022

TERMS Net 30

MATTER
Growth Management

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/01/2022	RWB: Review emails from Attorney Chris Roper re Albright 163 Agreement; Draft email to Angel Jacobs and Pam Omichinsky, city staff, and Attorney Chris Roper re updated drafts for council agenda	0.40	98.00
02/02/2022	WJG: RGI - Exchange texts with Don Carll re City response; Telephone conference with Don re same	0.30	73.50
02/02/2022	RWB: Telephone conference with Snow Boyd re Shady Road PUD Developers Agreement; Review initial Developers Agreement and first two amendments	0.50	122.50
02/02/2022	RWB: Meeting with Thad Boyd re Shady Road PUD Dev Agmt	0.10	24.50
02/02/2022	RWB: Draft email to Snow Boyd re Shady Road PUD Dev Agmt	0.10	24.50
02/02/2022	RWB: Telephone conference with Pete Lee; Research re concurrency development agreements - legislative or quasi judicial	0.50	122.50
02/03/2022	RWB: Telephone conference with Councilwoman Kristen Dreyer re Albright; Draft email to Kristen	0.40	98.00
02/03/2022	WJG: RGI - Telephone conference with Pete Lee re contact from Don Carll; Draft email to City staff re same; Telephone conference with Don Carll re Chris Roper as possible attorney; Telephone conference with Chris re same; Exchange emails with Sean Lanier and Tye Chighizola re impact fee work; Zoom with City staff re Carll issues; Begin revising Concurrency Development Agreements and Property Donation Agreement; Draft text to Don Carll re same; Review email from Joe Switt re additional guy anchor easements needed	2.10	514.50
02/04/2022	RWB: Review Agreement for Demolition and Removal of Structure for form and legality	0.10	24.50
02/04/2022	RWB: Telephone conference with Attorney Fred Roberts; Draft email to Fred re 163 Agreement	0.10	24.50
02/04/2022	RWB: Telephone conference with Councilman Musleh re Albright Concurrency Agreement - request for meeting	0.50	122.50
02/04/2022	WJG: Revise property donation agreement and concurrency agreements; Research re no doc stamps on threat of condemnation; Draft email to Don Carll re revised agreements	1.10	269.50
02/07/2022	RWB: Review and reply to email from Tye Chighizola re Albright	0.10	24.50
02/07/2022	RWB: Review and reply to email from Councilman Hilty re Albright	0.10	24.50

DATE	DESCRIPTION	HRS	AMOUNT
02/07/2022	RWB: Review and reply to follow-up email from Tye Chighizola re concurrency	0.10	24.50
02/07/2022	WJG: Telephone conference with Joe Switt re descriptions of Carll conveyances; Begin assembling same	0.50	122.50
02/08/2022	RWB: Midtown - Review additional emails from Aubrey Hale and Redevelopment Agreement; Draft email to group re status and outstanding items (adequate assurance and parking easement)	0.30	73.50
02/08/2022	WJG: Complete assembling and uploading Carll descriptions to Cloud; Draft email to City staff re same; Zoom with City staff concerning City involvement in impact fee credit agreement with Marion County; Telephone conference with Don Carll re same; Revise concurrency agreements	1.40	343.00
02/08/2022	RWB: Albright - Review and reply to email from Amber Gartner re concurrency	0.10	24.50
02/08/2022	RWB: Review and reply to Attorney Fred Roberts re Albright Concurrency Agreement	0.10	24.50
02/09/2022	RWB: Office conference with Attorney Tim Haines re Winding Oaks; Conference call with Tim and Rick Busche; Draft email to Mireya Diaz re meeting	0.50	122.50
02/09/2022	WJG: Carll - Review email from Don Carll and appraisals; Draft email to City staff re same; Complete revisions to Concurrency Agreements and draft email to Don Carll re same; Telephone conference with Kim Hatcher copies of City agreements; Draft email to Kim re same	1.70	416.50
02/09/2022	RWB: Telephone conference with Pete Lee re Winding Oaks	0.10	24.50
02/09/2022	RWB: Review emails and attached master / utility plans for Winding Oaks	0.20	49.00
02/09/2022	WJG: Winding Oaks/Ocala Trophy - Review email from Pete Lee re agenda for Teams meeting; Attend Teams meeting	1.30	318.50
02/09/2022	RWB: Attend Teams meeting re Winding Oaks	1.10	269.50
02/10/2022	RWB: Attend Teams meeting with Attorney Chris Roper, Amber Gartner, Clay Albright and City staff re Albright; Draft email to group, Angel Jacobs and Pam Omichinski re agenda materials	0.70	171.50
02/10/2022	WJG: RGI - Draft email to Kim Hatcher concerning drafts of agreements	0.20	49.00
02/11/2022	WJG: Carll - Review texts from Don Carll re Chris Roper and outstanding issues; Draft email to Don and Chris re same	0.40	98.00
02/11/2022	RWB: Review email from Attorney Chris Roper; Review Albright 163 Agreement redline	0.20	49.00
02/14/2022	RWB: legal research re concurrency determinations	0.70	171.50
02/14/2022	WJG: Ocala Trophy - Review materials from Randy Hahn concerning cost of electric alternatives; Teams meeting with Tye Chighizola, Pete Lee and Randy Hahn re electric issues	1.20	294.00
02/15/2022	RWB: Review email from Attorney Chris Roper and PowerPoint presentation for city council	0.20	49.00
02/15/2022	RWB: Telephone conference with Tye Chighizola re legal ad for Albright	0.10	24.50
02/15/2022	RWB: Telephone conference with Attorney Chris Roper re legal ad issue (Albright)	0.20	49.00
02/15/2022	RWB: Conference call with Attorney Chris Roper and Pam Omichinski re Albright	0.40	98.00

DATE	DESCRIPTION	HRS	AMOUNT
02/15/2022	RWB: Research Star Banner legal ads (Albright)	0.20	49.00
02/15/2022	RWB: Review materials and research re Albright 163 Agreement in preparation for hearing	0.80	196.00
02/15/2022	RWB: Review email from Pam Omichinski together with legal ads and confirmation	0.10	24.50
02/15/2022	RWB: Review Agreement for Demolition and Removal of Structure - 1707 NW 18th Avenue for form and legality	0.10	24.50
02/16/2022	RWB: Telephone conference with Mayor Guinn re Unity Place	0.30	73.50
02/17/2022	WJG: RGI - Telephone conversation with Bill Perry concerning roundabout; Draft email to Bill re same	0.40	98.00
02/17/2022	RWB: Exchange emails with Attorney Chris Roper, Pam Omichinski and Tye Chighizola re Albright	0.10	24.50
02/25/2022	WJG: RGI - Telephone conference with Don Carll concerning request in his February 24 email; Draft email to City staff re same	0.30	73.50
02/28/2022	WJG: Exchange emails with Sean Lanier re proposal from Don Carll; Exchange emails with Sandra Wilson re same	0.30	73.50
02/28/2022	RWB: Review/execute Albright Concurrency Agreement (executed by Trustee and witnessed); Instructions to paralegal	0.20	49.00
			Subtotal: 5,120.50

Hours Summary:
- Jimmy Gooding (WJG): 11.20h @$245.00 = $2,744.00
- Rob Batsel (RWB): 9.70h @$245.00 = $2,376.50

BALANCE DUE **$5,120.50**

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TERMS Net 30

MATTER
Human Resources

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/01/2022	RWB: Research re employment issue	0.80	196.00
02/01/2022	RWB: Research re employment issue	0.40	98.00
02/01/2022	RWB: Review Administrative Services Agreement - Florida Blue PPO for form and legality	0.20	49.00
			Subtotal: 343.00

Hours Summary:
- Rob Batsel (RWB): 1.40h @$245.00 = $343.00

BALANCE DUE **$343.00**

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DATE 02/28/2022

TERMS Net 30

MATTER
Ocala Fiber Network

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/04/2022	RWB: Review Fiber Optic Lease Agreements for form and legality	0.10	24.50
02/07/2022	RWB: Review Fiber Optic Lease Agreements for form and legality	0.10	24.50
02/08/2022	RWB: Review Fiber Optic Lease Agreement with School Board for form and legality	0.10	24.50
02/10/2022	RWB: Review Construction Services Agreement for Fiber Infrastructure (Park Place) for form and legality	0.10	24.50
02/11/2022	RWB: Review Fiber Optic Lease Agreements for form and legality	0.10	24.50
02/15/2022	RWB: Review Fiber Optic Lease Agreements for form and legality	0.10	24.50
02/17/2022	RWB: Review Fiber Optic Lease Agreements for form and legality	0.10	24.50
02/18/2022	RWB: Review Fiber Optic Lease Agreements for form and legality	0.10	24.50
02/26/2022	RWB: Review Fiber Optic Lease Agreements for form and legality	0.10	24.50
			Subtotal: 220.50

Hours Summary:
- Rob Batsel (RWB): 0.90h @$245.00 = $220.50

BALANCE DUE **$220.50**

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Ocala, FL 34471

INVOICE # 479
DATE 02/28/2022

TERMS Net 30

MATTER
OPD

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/04/2022	RWB: Review FIBRS Implementation Assistance Grant Agreement for form and legality	0.10	24.50
02/08/2022	RWB: Review Software Service Agreement - AFR Engine for form and legality	0.10	24.50
02/11/2022	RWB: Review Equivalency of Training, Certification Exam Reimbursement and Subsequent Employment Agreement for form and legality	0.20	49.00
			Subtotal: 98.00

Hours Summary:
- Rob Batsel (RWB): 0.40h @$245.00 = $98.00

BALANCE DUE **$98.00**

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INVOICE # 480
DATE 02/28/2022

TERMS Net 30

MATTER
Opioid Litigation

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/07/2022	RWB: Review Endo settlement materials and participation form; Telephone conference with Councilman Bethea re same	0.60	147.00
02/07/2022	RWB: Telephone conference with Sandra Wlison re status of Interlocal Agreement	0.10	24.50
02/07/2022	RWB: Telephone message for Daphne Robinson re meeting re Interlocal Agreement	0.10	24.50
02/07/2022	RWB: Draft email to Daphne Robinson re Interlocal Agreement	0.10	24.50
02/07/2022	RWB: Telephone conference with County Attorney's office staff	0.10	24.50
02/07/2022	RWB: Draft email to Attorney Russell Ward re Interlocal Agreement	0.10	24.50
02/07/2022	RWB: Review and reply to email from Attorney Guy Minter	0.10	24.50
02/07/2022	RWB: Telephone conference with Attorney Guy Minter's assistant	0.10	24.50
02/07/2022	RWB: Review and reply to email from Daphne Robinson re Interlocal Agreement	0.10	24.50
02/07/2022	RWB: Telephone conference with Tiffany Kimball	0.20	49.00
02/08/2022	RWB: Telephone conference with Attorney Russell Ward re Interlocal Agreement	0.20	49.00
02/08/2022	RWB: Meeting with Ire Bethea to complete and execute Endo Settlement Participation Agreement; Instructions re email to Attorney Eric Romano	0.20	49.00
02/08/2022	RWB: Review draft Endo Settlement Agreement and Release	0.60	147.00
02/09/2022	RWB: Attend Zoom meeting with Tiffany Kimball, Daphne Robinson, Chief Wellborn and Jesse Blaire re Interlocal Agreement; Review marked up interlocal and comments; Draft email to Attorney Russell Ward	1.30	318.50
02/10/2022	RWB: Review email from Daphne Robinson together with Opioid Interlocal Agreement and redline; Draft/revise changes to Agreement; Draft email to Daphne, Tiffany Kimball, Chief Wellborn and Jesse Blaire	0.90	220.50
02/10/2022	RWB: Telephone conference with County Attorney Guy Minter; Draft/revise Interlocal Agreement; Draft email to Attorneys Guy Minter and Russell Ward and City staff	0.70	171.50
02/11/2022	RWB: Review and reply to email from Attorney Russell Ward re interlocal	0.10	24.50

DATE	DESCRIPTION	HRS	AMOUNT
02/11/2022	RWB: Review and reply to email from Daphne Robinson	0.10	24.50
02/16/2022	RWB: Review and reply to email from Attorney Russell Ward re interlocal agreement	0.10	24.50
02/16/2022	RWB: Telephone conference with Attorney Russell Ward re interlocal agreement; Draft email to Daphne Robinson, Tiffany Kimball, Chief Wellborn, and Jesse Blair	0.40	98.00
02/16/2022	RWB: Review and reply to emails from Attorney Russell Ward	0.20	49.00
02/16/2022	RWB: Review and reply to email from Chief Welborn	0.10	24.50
02/17/2022	RWB: Review emails from Tiffany Kimball and Daphne Robinson; Review Statewide Allocation Agreement, prior city resolution adopting MOU and other governing documents; Draft email to Tiffany and group	0.60	147.00
02/17/2022	RWB: Exchange emails re meeting with Attorney Russell Ward and staff	0.20	49.00
02/17/2022	RWB: Review file in preparation for meeting with city and county staff / attorneys	0.40	98.00
02/17/2022	RWB: Attend Zoom meeting with city and county staff (and Attorney Russell Ward) re interlocal agreement; Discuss further with Russell	1.90	465.50
02/17/2022	RWB: Revise Interlocal Agreement; Review email from Attorney Russell Ward re revisions; Continue revisions; Draft email to work group with revised Agreement and redline	1	245.00
02/17/2022	RWB: Review and reply to email from Daphne Robinson	0.10	24.50
02/19/2022	RWB: Review email from Attorney Russell Ward together with revised Interlocal Agreement and redline; Review email from Tiffany Kimball; Draft reply email to workgroup	0.40	98.00
			Subtotal: 2,719.50

Hours Summary:
- Rob Batsel (RWB): 11.10h @$245.00 = $2,719.50

BALANCE DUE **$2,719.50**

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DATE 02/28/2022

TERMS Net 30

MATTER
Public Works

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/04/2022	RWB: Review Agreement for Graphic Wrapping of Three City Sanitation Vehicles for form and legality	0.10	24.50
02/04/2022	RWB: Review First Amendment to Agreement for Grounds Maintenance - NE and NW ROW/Medians for form and legality	0.10	24.50
02/04/2022	RWB: Review Second Amendment to Contract with FL Dept of Corrections re Inmate Work Squads for form and legality	0.10	24.50
02/07/2022	RWB: Review Second Amendment to Agreement for Grounds Maintenance Services (SE and SW ROW/Medians) for form and legality	0.10	24.50
02/08/2022	RWB: Telephone conference with Ken Whitehead re workshop matters	0.10	24.50
02/27/2022	RWB: Review email from Darren Park; Review/revise FDOT Operational Agreement re grant funded improvements/consents; Draft email to Darren with revised draft and redline	0.20	49.00
			Subtotal: 171.50

Hours Summary:
- Rob Batsel (RWB): 0.70h @$245.00 = $171.50

BALANCE DUE **$171.50**

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INVOICE # 482
DATE 02/28/2022

TERMS Net 30

MATTER
Real Estate

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/08/2022	RWB: Review and reply to email from Joe Switt re Baker corrective deeds agenda memo	0.10	24.50
02/08/2022	RWB: Review message from Joe Switt re quiet title actions; Draft email to Joe and Attorney Chris Anderson	0.10	24.50
02/14/2022	RWB: Review email from Bill Kauffman; Review Notice of Filing Memorandum of Taxes Due (Tax Collector / FDOT); Research re procedure; Telephone message for Attorney Vanessa Thomas; Draft email to Vanessa and copy city staff	0.50	122.50
02/15/2022	RWB: Van Eldik Encroachment Agreement - Review emails from Attorney Bob Wilson, Kellie Boyer and Kelly Roberts; Draft reply to all city staff, Bob, and Rogers Engineering team re status and outstanding items	0.20	49.00
02/15/2022	RWB: Review and reply to emails from Sean Lanier and Chris Watt re Encroachment Agreement	0.10	24.50
02/16/2022	RWB: Review and reply to emails from Sean Lanier and Chris Watt re Encroachment Agreement; Draft revisions and create redline; Draft email to staff and email to entire group re updated draft	0.40	98.00
02/19/2022	RWB: Review email from Kelly Roberts re Van Eldik Encroachment Agreement; Review and revise Agreement; Draft reply to Kelly; Review email from Kelle Boyer and attached encroachment sketches; Draft email to group with revised agreement, redline and exhibits	0.40	98.00

Subtotal: 441.00

Hours Summary:
- Rob Batsel (RWB): 1.80h @$245.00 = $441.00

BALANCE DUE **$441.00**

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INVOICE # 483
DATE 02/28/2022

TERMS Net 30

MATTER
Recreation & Parks

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/01/2022	RWB: Review Second Amendment to Agreement for Backflow Inspection and Repair Services for form and legality	0.10	24.50
02/04/2022	RWB: Review Agreement for Industrial Design and Metal Fabrication Services for form and legality	0.10	24.50
02/04/2022	RWB: Review Services Agreement for Provision of Petting Zoo Activity for 2022 Cattle Drive and Cowboy Round-up for form and legality	0.10	24.50
02/10/2022	RWB: Review Agreement for Performance Services for form and legality	0.10	24.50
02/11/2022	RWB: Review Agreement for Performance Services for form and legality	0.10	24.50
02/14/2022	RWB: Review Agreement for Artwork Loan and Display for form and legality	0.10	24.50
02/14/2022	RWB: Review Agreement for Performance Services for form and legality	0.10	24.50
02/14/2022	RWB: Review Southern Soils Service Agreement for form and legality	0.10	24.50
02/14/2022	RWB: Review Polling Site / Precinct Agreement with Supervisor of Elections for Lillian Bryant for form and legality	0.10	24.50
02/15/2022	RWB: Review Agreement for Artwork Loan and Display for form and legality	0.10	24.50
02/15/2022	RWB: Review Service Agreement for Epoxy Flooring Installation at Fire Stations #4 and #6 for form and legality	0.20	49.00
02/15/2022	RWB: Review Agreement for Performance Services - Thomas Byrne for form and legality	0.10	24.50
02/23/2022	RWB: Review Agreement for Performance Services for form and legality	0.10	24.50
02/26/2022	RWB: Review Agreement for Water Feature Maintenance Services at MOMS Park for form and legality	0.20	49.00
			Subtotal: 392.00

Hours Summary:
- Rob Batsel (RWB): 1.60h @$245.00 = $392.00

BALANCE DUE

$392.00

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INVOICE # 484
DATE 02/28/2022

TERMS Net 30

MATTER
Revitalization Strategies

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/01/2022	WJG: Fire Station - Continue revising bond; Exchange emails with Aubrey Hale concerning original agreement	0.30	73.50
02/01/2022	WJG: Summit - Telephone conference with Ocala Gazette concerning closing statement and related issues	0.40	98.00
02/02/2022	WJG: Fire Station - Complete revisions to bond; Draft email to Ted Schatt re same	0.40	98.00
02/07/2022	WJG: Fire Station - Review email from Ted Schatt re performance bond as adequate assurance	0.10	24.50
02/07/2022	RWB: Midtown Brewery - Review emails from Aubrey Hale, Attorney Ted Schatt and Tom MacDonald; Telephone conference with Aubrey Hale; Review Redevelopment Agreement; Review email from Aubrey re right of way entry	0.80	196.00
02/08/2022	WJG: Fire station - Research re performance bonds; Draft email to Ted Schatt re bond proposal; Exchange emails with Rob Batsel and City staff re status and issues	0.60	147.00
02/11/2022	WJG: Fire Station - Review email from Ted Schatt re response to questions re bond; Zoom with Aubrey Hale and Roberto Ellis re same; Begin drafting amendment to contract	0.90	220.50
02/14/2022	WJG: Fire Station - Continue drafting first amendment to agreement; Telephone conference with Ted Schatt re same	0.50	122.50
02/17/2022	WJG: Fire Station - Continue drafting amendment to contract; Draft temporary parking easement; Exchange emails with Ted Schatt concerning closing date	0.90	220.50
02/18/2022	WJG: Fire Station - Complete amendment; Continue drafting parking easement	0.80	196.00
02/23/2022	WJG: Fire Station - Complete drafting of temporary parking easement and draft email to Aubrey Hale and Ted Schatt re same	0.60	147.00
02/24/2022	WJG: RGI - Review email from Don Carll re further revisions requested; Telephone conversation with Don’s voicemail re same and text to Don re same	0.20	49.00
02/25/2022	WJG: Telephone conferences with Tiffany Kimball re adequate assurance for builders of low income housing	0.20	49.00
02/28/2022	WJG: Fire Station - Zoom meeting with Aubrey Hale and Ted Schatt concerning amendment to agreement and temporary parking	0.80	196.00

DATE	DESCRIPTION	HRS	AMOUNT
	easement; Revise performance bond; Revise amendment; Draft email to Ted Schatt and Aubrey Hale re same		
		Subtotal:	1,837.50

Hours Summary:
- Jimmy Gooding (WJG): 6.70h @$245.00 = $1,641.50
- Rob Batsel (RWB): 0.80h @$245.00 = $196.00

BALANCE DUE **$1,837.50**

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INVOICE # 485
DATE 02/28/2022

TERMS Net 30

MATTER
Risk Management

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/07/2022	RWB: Review Agreement to Provide Discount Pricing on Protective Footwear for form and legality	0.10	24.50
			Subtotal: 24.50

Hours Summary:
- Rob Batsel (RWB): 0.10h @$245.00 = $24.50

BALANCE DUE **$24.50**

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INVOICE # 486
DATE 02/28/2022

TERMS Net 30

MATTER
Suntran

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/14/2022	RWB: Review Task Work Order No. 14, Kimley-Horn for form and legality	0.20	49.00
02/15/2022	RWB: Review Task Work Order No. 13 - Kimley-Horn Bus Stop Design Services for form and legality	0.10	24.50
02/17/2022	RWB: Review and reply to email from David Boston re certifications	0.10	24.50
02/18/2022	RWB: Review email from David Boston re TRAMS; Reset account to review updated docs; Draft email to DAvid	0.20	49.00
02/18/2022	RWB: Review materials sent by David Boston and certification in preparation for meeting	0.20	49.00
02/18/2022	RWB: Attend Teams meeting with David Boston and Steven Neal re TRAMS Grant Certification	0.20	49.00
02/18/2022	RWB: Review email from Steven Neal; Draft template letter to FDOT re compliance with procurement laws; Draft email to Steven	0.20	49.00
			Subtotal: 294.00

Hours Summary:
- Rob Batsel (RWB): 1.20h @$245.00 = $294.00

BALANCE DUE **$294.00**

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INVOICE # 487
DATE 02/28/2022

TERMS Net 30

MATTER
Water Resources

DATE	DESCRIPTION	HRS	AMOUNT
	====== Services		
02/02/2022	RWB: Review and reply to email from Attorney Jessica McGinnis re Trinity Catholic	0.10	24.50
02/04/2022	RWB: Review/revise Commercial/Residential Water Sale Agreement with Marion County; Review Florida Administrative Code; Review and reply to email from Rusella Bowes-Johnson / Jody Kirkman; Telephone conference with Rusella	1.30	318.50
02/10/2022	RWB: Review emails from Rusella Bowes-Johnson re ordinance revision re dental amalgum; Review existing code; Review draft revisions; Draft/revise ordinance revising code; Draft email to Rusella	1.20	294.00
02/11/2022	RWB: Review Quotation Contract - Edgewood Pond / Oldcastle Infrastructure for form and legality	0.20	49.00
02/11/2022	RWB: Review and revise Interlocal Agreement re Water and Sewer Interconnections; Telephone conference with Rusella Bowes-Johnson; Continue review/revision; Draft email to Jody Kirkman and city staff re same	1.30	318.50
02/11/2022	RWB: Draft email to Attorney Marty Deterding re Ocala Palms easement	0.10	24.50
02/15/2022	RWB: Review Cooperative Purchasing Agreement for Citywide Hydrant and Valve Maintenance, Repair and Flushing Services for form and legality	0.20	49.00
02/16/2022	RWB: Review First Amendment to Agreement for Hydrofluosilicic Acid Supply and Delivery for form and legality	0.10	24.50
02/18/2022	RWB: Review Kimley-Horn Work Order for 17th Street Force Main for form and legality	0.10	24.50
02/26/2022	RWB: Review Third Amendment to Agreement for Water Resources Improvement Program for form and leglaity	0.10	24.50
02/28/2022	RWB: Review Construction Services Agreement for Tuscawilla Drainage Well Abandonment Project for form and legality	0.10	24.50
			Subtotal: 1,176.00

Hours Summary:
- Rob Batsel (RWB): 4.80h @$245.00 = $1,176.00

BALANCE DUE **$1,176.00**

Please make checks payable to: Gooding & Batsel, PLLC **1083**

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City of Ocala
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Ocala, FL 34471

Statement #1727

Date: 3/7/2022

Invoice	Matter	Fees	Expenses	Amount
64513	Anderson, Frances C. Estate	$710.50	$0.00	$710.50
64514	Cochran, George	$514.50	$0.00	$514.50
64515	Code Enforcement Board	$4,777.50	$0.00	$4,777.50
64516	Council	$134.75	$0.00	$134.75
64517	Cruce, Franklin	$73.50	$22.50	$96.00
64518	Electric	$49.00	$0.00	$49.00
64519	Felicien, Phillip	$269.50	$80.00	$349.50
64520	Finance	$220.50	$0.00	$220.50
64521	Fire Pension Litigation	$367.50	$0.00	$367.50
64522	Frederick, Brian Thomas	$1,102.50	$0.00	$1,102.50
64523	Givner, SaVon	$122.50	$0.00	$122.50
64524	Human Resources	$245.00	$0.00	$245.00
64525	Magliolo, Daniel	$784.00	$0.00	$784.00
64526	OPD	$2,682.75	$0.00	$2,682.75
64527	Risk Management	$269.50	$0.00	$269.50
64528	Slavich - CRB	$220.50	$0.00	$220.50
64529	Sullivan-Quiet Title	$147.00	$0.00	$147.00
Total		$12,691.00	$102.50	$12,793.50

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INVOICE # 64513
DATE 02/28/2022

MATTER
Anderson, Frances C. Estate

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/03/2022	CAA: Review case file	0.10	24.50
02/09/2022	CAA: Review and revise complaint	0.60	147.00
02/10/2022	CAA: Continue to draft complaint	0.60	147.00
02/11/2022	CAA: Office conference with paralegal about additional code cases; Draft email to City staff about same	0.50	122.50
02/25/2022	CAA: Review full case files for property and draft related Excel Spreadsheet	1.10	269.50
			Subtotal: 710.50
	====== Services (Not Billed)		
02/10/2022	PCE: Review Title Search documents and investigative file for references to David Anderson; Review Complaint and recorded liens; Email to Attorney Chris Anderson regarding adding 2019 City case; Prepare Exhibits	1.30	0.00
02/11/2022	PCE: Meeting with Attorney Chris Anderson regarding adding 2013 and 2019 case numbers to the Complaint and regarding discrepancy found in dates of recorded lien order; Revise dates in Complaint; Prepare Exhibits and Notices Required by Fair Debt Collection Practices Act	0.90	0.00
			Subtotal: 0.00

Hours Summary:
- Christopher Anderson (CAA): 2.90h @$245.00 = $710.50

BALANCE DUE **$710.50**

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INVOICE # 64514
DATE 02/28/2022

MATTER
Cochran, George

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/18/2022	GPW: Telephone conference with payroll manager re new garnishment case documents to be sent; Office conference with City Paralegal Shannon Crandall re same	0.20	49.00
02/18/2022	GPW: Read email from Finance re writ of garnishment received; Office conference with City Paralegal Shannon Crandall re same and re notice of appearance and motion for extension of time; Telephone conference and email correspondence with counsel for Plaintiff re extension; Review Motion for Extension and Notice of Appearance from City Paralegal Shannon Crandall and edit same; Instructions to City Paralegal Shannon Crandall re filing; Telephone conference and email correspondence with Finance re withholding and next steps	1.30	318.50
02/18/2022	PGG: Office conference with Paralegal and Attorney Gwendolyn P. Williams about response to Cochran Garnishment	0.25	61.25
02/21/2022	PGG: Set up file and Task list for Cochran garnishment; Office conference with Attorney Gwendolyn P. Williams about handling; Instructions to Paralegal	0.35	85.75
			Subtotal: 514.50

Hours Summary:
- GPW- PGG (GPW): 1.50h @$245.00 = $367.50
- Patrick Gilligan (PGG): 0.60h @$245.00 = $147.00

BALANCE DUE **$514.50**

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INVOICE # 64515
DATE 02/28/2022

MATTER
Code Enforcement Board

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/02/2022	CAA: Review email from outside party about release of code enforcement liens; Telephone call with Attorney Lauren Reynolds about same; Telephone call with City staff about same; Review court docket, final administrative order, and records related to case	0.90	220.50
02/02/2022	CAA: Office conference with Attorney Jimmy Gooding about demolition costs and potential equitable claim	0.40	98.00
02/04/2022	CAA: Review and respond to emails from outside counsel about confirmation of no code enforcement case	0.10	24.50
02/04/2022	CAA: Telephone call about outstanding lien foreclosures and request for code violation confirmation	0.40	98.00
02/04/2022	CAA: Draft email about release of lien related to property	0.40	98.00
02/07/2022	CAA: Telephone call with City staff about release and outstanding cross-lien	0.10	24.50
02/07/2022	CAA: Research available resources for order form file	0.20	49.00
02/07/2022	CAA: Telephone call with Joe Switt about new quiet title action	0.40	98.00
02/08/2022	CAA: Office conference with Attorney Rob Batsel about upcoming code case and planning	0.10	24.50
02/10/2022	CAA: Meeting with City staff about code procedure and status of open cases	1	245.00
02/10/2022	CAA: Attend Code Enforcement meeting	1.50	367.50
02/11/2022	CAA: Revise and draft form orders	1.40	343.00
02/14/2022	CAA: Continue to draft form code enforcement orders	0.70	171.50
02/15/2022	CAA: Continue to draft code enforcement orders	0.20	49.00
02/16/2022	CAA: Continue to draft proposed form orders	2.40	588.00
02/16/2022	CAA: Telephone call with Joe Switt about release of cross attached liens	0.20	49.00
02/17/2022	CAA: Telephone call with City staff about release and satisfaction of lien	0.20	49.00
02/17/2022	CAA: Continue to review, revise, and draft standard form code enforcement orders	1.90	465.50
02/18/2022	CAA: Continue to review, revise, and draft form orders	4.10	1,004.50
02/18/2022	CAA: Telephone call from Joe Switt about partial release of lien	0.10	24.50

DATE	DESCRIPTION	HOURS	AMOUNT
02/22/2022	CAA: Telephone call with Jimmy Pogue about active foreclosure cases and form orders	0.40	98.00
02/23/2022	CAA: Meeting at Code Enforcement Department about form of code enforcement orders and procedure	2	490.00
02/23/2022	GPW: Telephone conference with Attorney Chris Anderson re foreclosure action question re home in Bellechase	0.10	24.50
02/23/2022	CAA: Research issues related to Belle Chase property	0.30	73.50
			Subtotal: 4,777.50

Hours Summary:
- Christopher Anderson (CAA): 19.40h @$245.00 = $4,753.00
- GPW- CAA (GPW): 0.10h @$245.00 = $24.50

BALANCE DUE **$4,777.50**

Please make checks payable to: Gilligan, Anderson & Phelan, P.A. **1088**

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INVOICE # 64516
DATE 02/28/2022

MATTER
Council

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/14/2022	PGG: Review agenda; Office conference with Attorney Rob Batsel and Attorney Jimmy Gooding about agenda review	0.30	73.50
02/28/2022	PGG: Read email from Mayor Kent Guinn about Osceola portables; Instructions to Paralegal about locating old Agreement between the City and Marion County School Board about same; Telephone conference with Mayor Kent Guinn about the search for Agreement	0.25	61.25
			Subtotal: 134.75

Hours Summary:
- Patrick Gilligan (PGG): 0.55h @$245.00 = $134.75

BALANCE DUE **$134.75**

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INVOICE # 64517
DATE 02/28/2022

MATTER
Cruce, Franklin

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/01/2022	GPW: Review affidavit of costs from City Paralegal Shannon Crandall; Email City Paralegal Shannon Crandall re same	0.10	24.50
02/18/2022	GPW: Office conference with Attorney Patrick Gilligan and City Paralegal Shannon Crandall re asset check and status of payment	0.10	24.50
02/18/2022	PGG: Office conference with Attorney Gwendolyn P. Williams and City Paralegal Shannon Crandall re asset check and status of payment	0.10	24.50
		Subtotal:	73.50
	====== Expenses		
02/02/2022	Marion County Clerk of Court: Fee for certified copy of recorded final judgment and recording of certified copy.		22.50
		Subtotal:	22.50

Hours Summary:
- GPW- PGG (GPW): 0.20h @$245.00 = $49.00
- Patrick Gilligan (PGG): 0.10h @$245.00 = $24.50

BALANCE DUE **$96.00**

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INVOICE # 64518
DATE 02/28/2022

MATTER
Electric

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/09/2022	PGG: Review and execute Apprenticeship Agreements for form and legality (Cooper and Lindsey)	0.20	49.00
			Subtotal: 49.00

Hours Summary:
- Patrick Gilligan (PGG): 0.20h @$245.00 = $49.00

BALANCE DUE **$49.00**

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INVOICE # 64519
DATE 02/28/2022

MATTER
Felicien, Phillip

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/09/2022	PGG: Office conference with Paralegal about inadequate service on Defendant	0.10	24.50
02/22/2022	GPW: Office conference with City Paralegal Shannon Crandall re preparation for pretrial conference; Review file re same; Office conference with City Paralegal Shannon Crandall re service, attorneys fees and costs, and re contacting judicial assistants re hearing purpose; Attend pretrial conference; Review final judgment draft from City Paralegal Shannon Crandall and edit same; Email City Paralegal Shannon Crandall with instructions	0.90	220.50
02/25/2022	GPW: Office conference with City Paralegal Shannon Crandall re recording final judgment	0.10	24.50
			Subtotal: 269.50
	====== Expenses		
02/09/2022	Apex Process Service: Serve complaint and notice of pre-trial on Phillip Felicien		80.00
			Subtotal: 80.00

Hours Summary:
- GPW- PGG (GPW): 1.00h @$245.00 = $245.00
- Patrick Gilligan (PGG): 0.10h @$245.00 = $24.50

BALANCE DUE **$349.50**

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INVOICE # 64520
DATE 02/28/2022

MATTER
Finance

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/18/2022	GPW: (McCoy) Read email from Finance re Administrative Writ of Garnishment; Telephone conference with Finance re withholding re same	0.20	49.00
02/18/2022	GPW: (Williams, Jimmy garnishment) Read email and attachment re satisfaction of garnishment; Telephone conference with Finance re same; Office conference with City Paralegal Shannon Crandall re same	0.20	49.00
02/21/2022	GPW: Update case diary	0.10	24.50
02/22/2022	GPW: (Cochran) Review draft Answer from City Paralegal Shannon Crandall and edit same; Email City Paralegal Shannon Crandall re same and instructions on finalizing and filing	0.40	98.00
			Subtotal: 220.50

Hours Summary:
- GPW- PGG (GPW): 0.90h @$245.00 = $220.50

BALANCE DUE **$220.50**

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INVOICE # 64521
DATE 02/28/2022

MATTER
Fire Pension Litigation

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/11/2022	PGG: Read and respond to email from Attorney Klausner about accepting service of process; Draft email to Chris Watt about same; Instructions to Paralegal about setting up file; Draft email to Attorney Glenn Thomas about complaint	0.75	183.75
02/14/2022	PGG: Review filed complaint; Calendar for response; Draft email to Attorney Rob Batsel about Council notification; Instructions to Paralegal	0.35	85.75
02/14/2022	PGG: Telephone conference with Attorney Glenn Thomas about defense of claim; Draft email to Attorney Rob Batsel and Chris Watt about case status and pension attorney involvement	0.40	98.00
			Subtotal: 367.50

Hours Summary:
- Patrick Gilligan (PGG): 1.50h @$245.00 = $367.50

BALANCE DUE **$367.50**

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INVOICE # 64522
DATE 02/28/2022

MATTER
Frederick, Brian Thomas

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/03/2022	CAA: Review case file	0.10	24.50
02/10/2022	CAA: Draft complaint	0.90	220.50
02/11/2022	CAA: Continue to draft complaint	0.10	24.50
02/22/2022	CAA: Continue to draft Complaint	0.60	147.00
02/28/2022	CAA: Continue to draft complaint; Review code file; Draft email to City staff about issues related to file	2.80	686.00
			Subtotal: 1,102.50

Hours Summary:
- Christopher Anderson (CAA): 4.50h @$245.00 = $1,102.50

BALANCE DUE **$1,102.50**

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INVOICE # 64523
DATE 02/28/2022

MATTER
Givner, SaVon

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/18/2022	GPW: (Givner) Email Lyn Cole re address of recruit; Review demand letter from City Paralegal Shannon Crandall; Instructions to City Paralegal Shannon Crandall re changes needed and finalization	0.20	49.00
02/18/2022	PGG: Open case file and Task matter; Instructions to Paralegal	0.10	24.50
02/22/2022	GPW: Office conference with Attorney Patrick Gilligan re conversation with Chief Balken and next steps; Office conference with City Paralegal Shannon Crandall re calendaring status check re same; Email Lyn Cole re postponement of action	0.20	49.00
			Subtotal: 122.50

Hours Summary:
- GPW- PGG (GPW): 0.40h @$245.00 = $98.00
- Patrick Gilligan (PGG): 0.10h @$245.00 = $24.50

BALANCE DUE **$122.50**

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INVOICE # 64524
DATE 02/28/2022

MATTER
Human Resources

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/10/2022	PGG: Review declaratory judgment complaint for fire pension issue; review prior notes on matter; Draft email to Chris Watt about complaint; Telephone conference with Chris Watt about handling of claim and association of City's Pension attorney	0.70	171.50
02/12/2022	PGG: Read and respond to email from Attorney Levinson about response date on complaint; Calendar same; Instructions to Paralegal	0.30	73.50
			Subtotal: 245.00

Hours Summary:
- Patrick Gilligan (PGG): 1.00h @$245.00 = $245.00

BALANCE DUE **$245.00**

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INVOICE # 64525
DATE 02/28/2022

MATTER
Magliolo, Daniel

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/01/2022	PGG: Telephone conference with client about response to Advocate's Recommendation to Commission on Ethics; Out of office conference with Chris Watt about representation at Commission hearing and/or written response	0.50	122.50
02/09/2022	PGG: Read and respond to email from client about upcoming hearing and possible response	0.20	49.00
02/11/2022	PGG: Telephone conference with client about upcoming Commission hearing and response; Office conference with Attorney Gwendolyn P. Williams about hearing and response to Petition prior to hearing	0.60	147.00
02/11/2022	GPW: Office conference with Attorney Patrick Gilligan re hearing and response to Petition prior to hearing	0.20	49.00
02/24/2022	PGG: Review voice mail from client about upcoming hearing and possible written response; Telephone conference with Chris Watt about upcoming hearing; Telephone conference with client about upcoming hearing	0.50	122.50
02/25/2022	GPW: Office conference with Attorney Patrick Gilligan re attending hearing in Tallahassee and reviewing materials in preparation	0.20	49.00
02/28/2022	PGG: Draft Respondent's Statement for Commission on Ethics	1	245.00
			Subtotal: 784.00

Hours Summary:
- Patrick Gilligan (PGG): 2.80h @$245.00 = $686.00
- GPW- PGG (GPW): 0.40h @$245.00 = $98.00

BALANCE DUE **$784.00**

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INVOICE # 64526
DATE 02/28/2022

MATTER
OPD

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/01/2022	GPW: Email correspondence from Lyn Cole re question on New Recruit Contract clause re payment of tuition; Review proposed changes to contract and edit same	0.20	49.00
02/02/2022	GPW: Telephone conference with Lou Biondi re insurance and contract requirements for cars donated by Auto Max	0.10	24.50
02/03/2022	PGG: Office conference with Attorney Gwendolyn P. Williams about indemnity for loaned vehicles to Ocala Police Department undercover officers; revise Agreement	0.35	85.75
02/03/2022	GPW: Office conference with Attorney Patrick Gilligan about indemnity for loaned vehicles to Ocala Police Department undercover officers; Telephone conference with Richard Dennis re same; Read email from Richard Dennis re same; Email Deputy Chief Biondi re findings and contract needed; Read email from Captain Duryea re answers to insurance provider's questions re same	0.60	147.00
02/03/2022	GPW: Begin review of files re previous contracts re vehicle use and drafting Indemnity Agreement for OPD and Auto Mart re use of vehicles for undercover operations; Email Attorney Patrick Gilligan same for review	1.20	294.00
02/04/2022	GPW: Continue drafting Indemnity Agreement re car lending from Auto Mart for undercover operations; Email draft to Attorney Patrick Gilligan; Continue editing draft; Email draft to Deputy Chief Biondi	1.20	294.00
02/04/2022	PGG: Revise AutoMart indemnity Agreement	0.35	85.75
02/07/2022	GPW: Office conference with Attorney Patrick Gilligan re procedure for insurance coverage on loaned vehicles; Email correspondence with Risk re same; Email correspondence with Captain Duryea re contract re same	0.10	24.50
02/08/2022	PGG: Prepare and attend meeting with Chief Mike Balken about open lodging ordinance	2.25	551.25
02/09/2022	GPW: Read emails from city staff and Risk re insurance coverage information re cars loaned by Auto Mart	0.10	24.50
02/10/2022	PGG: Telephone conference with Sgt. Minucci about open lodging ordinance enforcement	0.35	85.75
02/11/2022	PGG: Office conference with Attorney Gwendolyn P. Williams about	0.35	85.75

DATE	DESCRIPTION	HOURS	AMOUNT
	self-insurance/premium paid insurance for Ocala Police Department undercover vehicles		
02/11/2022	PGG: Instructions to Paralegal about getting information on open lodging case; Draft email to Shawn Minucci about getting written policy; Read email from Shawn Minucci about same	0.50	122.50
02/11/2022	GPW: Office conference with Attorney Patrick Gilligan re insurance policy specifications re cars loaned from Auto Mart; Telephone conference with Richard Dennis and Paul Dawson re policy limits and getting same reduced; Telephone conference with Captain Duryea re same and re next steps; Read email from Paul Dawson re current coverage	0.60	147.00
02/14/2022	GPW: Read email from Richard Dennis re self insurance re loaned cars from Auto Mart	0.10	24.50
02/15/2022	GPW: (Savon Givner) Read email and attachments from Lyn Cole re new recruit demand letter; Email Lyn Cole re options moving forward and for copy of contract; Office conference with City Paralegal Shannon Crandall re next steps	0.20	49.00
02/18/2022	PGG: Office conference with Attorney Gwendolyn P. Williams and Paralegal about update letter concerning nuisance abatements	0.20	49.00
02/18/2022	PGG: Office conference with Attorney Gwendolyn P. Williams and Paralegal about status of collection actions and turning judgements over to City debt collector	0.20	49.00
02/18/2022	GPW: Office conference with Attorney Patrick Gilligan and City Paralegal Shannon Crandall re update letter concerning nuisance abatements	0.20	49.00
02/18/2022	GPW: Office conference with Attorney Patrick Gilligan and City Paralegal Shannon Crandall re status of collection actions and turning judgments over to City debt collector	0.20	49.00
02/21/2022	PGG: Telephone conference with Chief Mike Balken about staying Recruit Training Reimbursement Agreement action	0.20	49.00
02/21/2022	GPW: (McCoy) Review and edit Complaint from City Paralegal Shannon Crandall; Review contract re same; Review summons; Email instructions to City Paralegal Shannon Crandall re same	0.30	73.50
02/22/2022	GPW: (McCoy) Continue review of case file and questions from City Paralegal Shannon Crandall re Complaint; Office conference with City Paralegal Shannon Crandall re same and re contacting OPD for question on Exhibit needed	0.40	98.00
02/23/2022	PGG: Read and respond to email from Emory Roberts about sending Recruit Training Agreements to collection agency	0.10	24.50
02/24/2022	PGG: Office conference with Paralegal and Attorney Gwendolyn P. Williams about modification Recruit Training Agreement to include release from College for grades	0.20	49.00
02/24/2022	PGG: Draft email to Emory Roberts about collection for Recruit Training Agreements	0.10	24.50
02/24/2022	GPW: Emails and office conferences with City Paralegal Shannon Crandall re New Recruit contract issue re exhibit and re changing contract; Office conference with City Paralegal Shannon Crandall and Attorney Patrick Gilligan re same; Review draft contract from City Paralegal Shannon Crandall	0.30	73.50
			Subtotal: 2,682.75

Hours Summary:
- GPW- PGG (GPW): 5.80h @$245.00 = $1,421.00
- Patrick Gilligan (PGG): 5.15h @$245.00 = $1,261.75

BALANCE DUE **$2,682.75**

Please make checks payable to: Gilligan, Anderson & Phelan, P.A. **1101**

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 64527
DATE 02/28/2022

MATTER
Risk Management

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/03/2022	GPW: (Perry Spray Field Encroachment Agreement) Respond to Risk re third encroachment agreement insurance coverage issue; Telephone conference with Risk re same; Edit Richmond Agreement re same; Email Bill Lovell re same and re getting Agreement signed	0.40	98.00
02/18/2022	PGG: Office conference with Attorney Gwendolyn P. Williams about status of encroachment agreements at Perry Spray Field and insurance issue	0.10	24.50
02/18/2022	GPW: (Perry Spray Field) Office conference with Attorney Patrick Gilligan re status of encroachment agreements and insurance issue	0.10	24.50
02/27/2022	PGG: Review Shadow Oak bill and Chubb adjustments; Draft email to Chris Watt about issues with Chubb adjustments	0.50	122.50
			Subtotal: 269.50

Retainer information:
+ New charges: $269.50
- Previous retainer balance: $400.00
- Payment made from retainer: $269.50
= New retainer balance: $130.50

BALANCE DUE **$269.50**

Hours Summary:
- Patrick Gilligan (PGG): 0.60h @$245.00 = $147.00
- GPW- PGG (GPW): 0.50h @$245.00 = $122.50

Please make checks payable to: Gilligan, Anderson & Phelan, P.A.

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 64528
DATE 02/28/2022

MATTER
Slavich - CRB

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/21/2022	CAA: Research writ of certiorari rules in Florida; Review order to show cause	0.30	73.50
02/22/2022	CAA: Review notice of dismissal of second tier appeal; Review order from Contractor's Board related to potential collection; Attempt phone contact with Attorney Ted Schatt	0.40	98.00
02/24/2022	CAA: Telephone call with Attorney Ted Schatt about potential collection against Slavich	0.20	49.00
			Subtotal: 220.50
	====== Services (Not Billed)		
02/22/2022	PCE: Review Notice of Voluntary Dismissal and discuss same with Attorney Chris Anderson	0.20	0.00
02/23/2022	PCE: Review and file Order Striking Notice of Voluntary Dismissal	0.20	0.00
			Subtotal: 0.00

Hours Summary:
- Christopher Anderson (CAA): 0.90h @$245.00 = $220.50

BALANCE DUE **$220.50**

Please make checks payable to: Gilligan, Anderson & Phelan, P.A.

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 64529
DATE 02/28/2022

MATTER
Sullivan-Quiet Title

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/15/2022	CAA: City case - forclosure Sullivan - Telephone call with Joe Switt about new quiet title action; Review related documents and draft email to paralegal about same	0.30	73.50
02/16/2022	CAA: Sullivan - Telephone call with First American Title about title search	0.30	73.50
			Subtotal: 147.00

Hours Summary:
- Christopher Anderson (CAA): 0.60h @$245.00 = $147.00

BALANCE DUE **$147.00**

Please make checks payable to: Gilligan, Anderson & Phelan, P.A. **1104**

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave
Ocala, FL 34471

Risk Management
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

Date: 3/7/2022

Invoice	Matter	Fees	Expenses	Amount
64530	Clifton, Talia	$404.25	$15.00	$419.25
64531	Forsyth-JJ	$171.50	$0.00	$171.50
64532	Goff, James	$588.00	$875.01	$1,463.01
64533	Hernandez, Pedro	$281.75	$0.00	$281.75
64535	Marin, William & Janelle	$1,592.50	$525.00	$2,117.50
64534	L003358033- Brown, William Samuel (L003358033)	$196.00	$0.00	$196.00
Total		$3,234.00	$1,415.01	$4,649.01

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
PMA Management Corp/Risk Mgmt.
Attn: Senior Account Claims Representative
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

INVOICE # 64530
DATE 02/28/2022

MATTER
Clifton, Talia

CLAIM #
L002678511

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/01/2022	PGG: Review Order setting hearing on Motion to Compel; Instructions to Paralegal	0.10	24.50
02/01/2022	PGG: Read and respond to email from Carolyn Goodwine about Motion to Compel hearing	0.10	24.50
02/15/2022	PGG: Review T-Mobile response to records Subpoena; Draft email to Paralegal about review and comparison with accident record timeline; Office conference with Paralegal about same; Instructions to Paralegal to update Casemap	0.35	85.75
02/15/2022	PGG: Proof amended deposition notice	0.10	24.50
02/16/2022	PGG: Draft email to Carolyn Goodwine about liability picture given Plaintiff's cell phone usage and the fact she was tailing vehicle	0.10	24.50
02/24/2022	PGG: Review Plaintiff's updated medical records; update Casemap; Draft email to Carolyn Goodwine and Richard Dennis about possible CME; Read and respond to email from Carolyn Goodwine about same	0.80	196.00
02/28/2022	PGG: Read email from Attorney about scheduling settlement conference; forward to Carolyn Goodwine for comment	0.10	24.50
			Subtotal: 404.25
	====== Expenses		
02/11/2022	Florida Chief Financial Officer: Summons service fee		15.00
			Subtotal: 15.00

Hours Summary:
- Patrick Gilligan (PGG): 1.65h @$245.00 = $404.25

BALANCE DUE **$419.25**

Please make checks payable to: Gilligan, Anderson & Phelan, P.A.

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
PMA Management Corp/Risk Mgmt.
Attn: Senior Account Claims Representative
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

INVOICE # 64531
DATE 02/28/2022

MATTER
Forsyth-JJ

CLAIM #
L001430074

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/08/2022	PGG: Revise release; Draft email to Risk/PMA and Attorney Roper with proposed changes; Read email from Attorney Roper approving text changes	0.40	98.00
02/09/2022	PGG: Draft email to Attorney King with Release and Settlement agreement; Read email from Attorney Roper and Ken Clements about approval	0.30	73.50
			Subtotal: 171.50

Hours Summary:
- Patrick Gilligan (PGG): 0.70h @$245.00 = $171.50

BALANCE DUE **$171.50**

Please make checks payable to: Gilligan, Anderson & Phelan, P.A.

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
PMA Management Corp/Risk Mgmt.
Attn: Senior Account Claims Representative
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

INVOICE # 64532
DATE 02/28/2022

MATTER
Goff, James

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/01/2022	PGG: Proof and revise Proposal for Settlement; Instructions to Paralegal; Calendar acceptance date	0.15	36.75
02/01/2022	PGG: Telephone conference with Attorney Babiarz about discovery dispute; Office conference with Paralegal about preparing release to get records from Maryland health care providers	0.50	122.50
02/10/2022	PGG: Read email from Paralegal about medical records review of Advent records; Instructions to Paralegal to prepare Public Records Act request to Marion CO Sheriff's Office about prior incident causing injuries to Plaintiff	0.15	36.75
02/12/2022	PGG: Draft email to Attorney Babiarz about claims of privilege to photographs	0.10	24.50
02/15/2022	PGG: Review and revise HIPPA Release and Proof VA release; Office conference with Paralegal about cover letter to Plaintiff's attorney about executing releases	0.35	85.75
02/15/2022	PGG: Read email from Marion CO Sheriff's Office about Public Records Act request and cost of compliance; Instructions to Paralegal about paying for records and getting documents	0.15	36.75
02/17/2022	PGG: Review Marion CO Sheriff's Office invoice for Public Records Act request; Draft email to Paralegal about payment	0.10	24.50
02/17/2022	GPW: Office conference with City Paralegal Shannon Crandall re issues found in documents from Sheriff's office and potential witness; Review documents from City Paralegal Shannon Crandall re same	0.30	73.50
02/17/2022	PGG: Office conference with Paralegal about Marion CO Sheriff's Office Public Records Act response and additional investigation	0.35	85.75
02/18/2022	PGG: Instructions to Paralegal about Casemap of prior incident with Plaintiff's girlfriend; Instructions to Paralegal about Notice of Production from Non-Party to Marion County Fire Rescue for records updating Carolyn Goodwine	0.15	36.75
02/24/2022	PGG: Read and respond to email from Paralegal about review of	0.10	24.50

DATE	DESCRIPTION	HOURS	AMOUNT
	Marion County Fire Rescue records		
			Subtotal: 588.00
	====== Expenses		
02/14/2022	CIOX HEALTH: Advent Health medical records		841.12
02/15/2022	Marion County Sheriff's Office: Public records request		0.00
02/15/2022	MARION COUNTY SHERIFF: Public records request		0.00
02/17/2022	MARION COUNTY SHERIFF: Bodycam Video		33.89
			Subtotal: 875.01

Hours Summary:
- Patrick Gilligan (PGG): 2.10h @$245.00 = $514.50
- GPW- PGG (GPW): 0.30h @$245.00 = $73.50

BALANCE DUE **$1,463.01**

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
PMA Management Corp/Risk Mgmt.
Attn: Senior Account Claims Representative
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

INVOICE # 64533
DATE 02/28/2022

MATTER
Hernandez, Pedro

CLAIM #
L003096785

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/08/2022	GPW: Preparation for deposition of Marion Tree Services owner	0.10	24.50
02/08/2022	PGG: Read email from Plaintiff's Attorney about Deposition of Marion Tree corporate representative; Instructions to Paralegal about finding out who their corporate representative will be and getting Subpoenaed records in advance of deposition	0.15	36.75
02/23/2022	GPW: Office conference with City Paralegal Shannon Crandall re deposition preparation meeting with Marion Tree representative; Prepare for deposition preparation meeting; Read emails from City Paralegal Shannon Crandall re rescheduling meeting	0.40	98.00
02/25/2022	GPW: Meeting with Dennis Jenkins re pre-deposition preparation; Office conference with City Paralegal Shannon Crandall re emailing and calendaring reminder to deponent	0.50	122.50
			Subtotal: 281.75

Hours Summary:
- GPW- PGG (GPW): 1.00h @$245.00 = $245.00
- Patrick Gilligan (PGG): 0.15h @$245.00 = $36.75

BALANCE DUE **$281.75**

Please make checks payable to: Gilligan, Anderson & Phelan, P.A.

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
PMA Management Corp/Risk Mgmt.
Attn: Senior Account Claims Representative
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

INVOICE # 64534
DATE 02/28/2022

MATTER
Brown, William Samuel (L0033...

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/12/2022	PGG: Read and respond to email from Carolyn Goodwine about Progressive settlement of subrogation claim with City for damage caused by claimant;	0.30	73.50
02/18/2022	PGG: Office conference with Attorney Gwendolyn P. Williams about setting Deposition of Plaintiff and analysis and timeline on medical records	0.15	36.75
02/18/2022	GPW: Office conference with Attorney Patrick Gilligan re setting deposition of Plaintiff and analysis and timeline on records	0.15	36.75
02/24/2022	PGG: Review and execute records Subpoenas; Instructions to Paralegal	0.20	49.00
			Subtotal: 196.00

Hours Summary:
- Patrick Gilligan (PGG): 0.65h @$245.00 = $159.25
- GPW- PGG (GPW): 0.15h @$245.00 = $36.75

BALANCE DUE **$196.00**

Please make checks payable to: Gilligan, Anderson & Phelan, P.A.

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
PMA Management Corp/Risk Mgmt.
Attn: Senior Account Claims Representative
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

INVOICE # 64535
DATE 02/28/2022

MATTER
Marin, William & Janelle

CLAIM #
L001547753

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/01/2022	GPW: Prepare for and attend Mediation; Office conference with City Paralegal Shannon Crandall re preparing releases; Office conference with Attorney Patrick Gilligan re mediation outcome and approval requirements re same; Email Carolyn Goodwine re approval requirements	4.50	1,102.50
02/01/2022	GPW: Review Release of Claims from City Paralegal Shannon Crandall; Edit same; Email City Paralegal Shannon Crandall re finalizing and drafting transmittal letter and voluntary dismissal to send to opposing counsel	0.40	98.00
02/02/2022	GPW: Email correspondence with Risk re settlement amount and approval level; Telephone message to Risk re same; Email correspondence with City Paralegal Shannon Crandall re drafting separate releases for each Plaintiff	0.30	73.50
02/03/2022	GPW: Telephones conference with Carolyn Goodwine re issue of Council approval of settlement amount, releases, and Council meeting dates; Office conference with Attorney Patrick Gilligan re same and re options for presentation to Council; Email correspondence with opposing counsel and Risk re extension; Office conference with City Paralegal Shannon Crandall re sending release to opposing counsel; Email City Paralegal Shannon Crandall re calendaring	0.90	220.50
02/07/2022	PGG: L100 Case Assessment, Development and Administration; Review and execute case settlement Memorandum to Council	0.10	24.50
02/12/2022	PGG: Draft Council Settlement Memorandum	0.30	73.50
			Subtotal: 1,592.50
	====== Expenses		
02/02/2022	CHRISTINE L. HARTER, P.A.: Mediation on 2/1/22		525.00
			Subtotal: 525.00

Retainer information:
+ Previous account balance: $4,104.00
+ New charges: $2,117.50
- Previous retainer balance: $400.00
- Payment made from retainer: $400.00
= New account balance: $5,821.50
= New retainer balance: $0.00

BALANCE DUE **$2,117.50**

Hours Summary:
- GPW- PGG (GPW): 6.10h @$245.00 = $1,494.50
- Patrick Gilligan (PGG): 0.40h @$245.00 = $98.00

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave
Ocala, FL 34471

RISK - CHUBB

Date: 3/7/2022

Invoice	Matter	Fees	Expenses	Amount
64536	Shadow Oaks	$502.25	$0.00	$502.25
64537	Carlton Arms of Ocala, LLC (L003573574)	$147.00	$0.00	$147.00
64538	Sona and Kuehn	$24.50	$0.00	$24.50
64539	Discount Sleep	$98.00	$0.00	$98.00
Total		$771.75	$0.00	$771.75

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
RISK - CHUBB

INVOICE # 64537
DATE 02/28/2022

MATTER
Carlton Arms of Ocala, LLC (...

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/23/2022	PGG: A104 L190: L190 Other Case Assessment, Development and Administration; Review Stipulation for Dismissal; Draft email to to Attorney Schoettle about dismissal, file closing and effect on bond validation proceeding; Instructions to Paralegal	0.40	98.00
02/25/2022	PGG: A105 L150: L150 Budgeting; Draft email to Paralegal about preparing draft of budget	0.20	49.00
			Subtotal: 147.00

Hours Summary:
- Patrick Gilligan (PGG): 0.60h @$245.00 = $147.00

BALANCE DUE **$147.00**

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
RISK - CHUBB

INVOICE # 64539
DATE 02/28/2022

MATTER
Discount Sleep

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/08/2022	CAA: A105 L120: Office conference with Attorney Patrick Gilligan about response to motion for attorneys' fees	0.10	24.50
02/15/2022	CAA: A105 L120: Office conference with Attorney Rob Batsel about upcoming fairness hearing; Review previous opinions and draft email to Attorney Rob Batsel	0.30	73.50
			Subtotal: 98.00

Hours Summary:
- Christopher Anderson (CAA): 0.40h @$245.00 = $98.00

BALANCE DUE **$98.00**

Please make checks payable to: Gilligan, Anderson & Phelan, P.A.

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
RISK - CHUBB

INVOICE # 64536
DATE 02/28/2022

MATTER
Shadow Oaks

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/01/2022	PGG: A106 L120: Read and respond to email from Ken Clements about utility billing records from Shadow Oaks and Pioneer Mobile Home Park	0.20	49.00
02/06/2022	PGG: A104 L110: L110 Fact Investigation/Development; Review and Casemap documents obtained by discovery and investigation	0.50	122.50
02/12/2022	PGG: A106 L150: Finish Drafting Initial Case Summary for Ace Insurance	0.90	220.50
02/25/2022	PGG: A105 L150: Proof amended Notice of Deposition; Proof good faith discovery letter about Second Request to Produce to Plaintiff	0.20	49.00
02/27/2022	PGG: A105 L120: Update case diary for mediation and amended depositions for Plaintiff and his park manager	0.15	36.75
02/28/2022	PGG: A107 L300: Read and respond to email from Attorney Green about discovery extension; Instructions to Paralegal about recalendaring response date	0.10	24.50

Subtotal: 502.25

Hours Summary:
- Patrick Gilligan (PGG): 2.05h @$245.00 = $502.25

BALANCE DUE **$502.25**

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
RISK - CHUBB

INVOICE # 64538
DATE 02/28/2022

MATTER
Sona and Kuehn

CLAIM #
L003137937

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
02/15/2022	GPW: A105 L160: L160 Settlement/Non-Binding ADR; Email City Paralegal Shannon Crandall re status of releases	0.10	24.50
			Subtotal: 24.50

Hours Summary:
- GPW- PGG (GPW): 0.10h @$245.00 = $24.50

BALANCE DUE **$24.50**

Please make checks payable to: Gilligan, Anderson & Phelan, P.A.

File #: 2022-0423 Agenda Item #: 9j.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

STAFF RECOMMENDATION (Motion Ready):
Approve Regular Meeting City Council Minutes for Tuesday, March 1, 2022

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, .

PROOF OF PUBLICATION:
N/A

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.org

Ocala
City Council
Minutes

Tuesday, March 1, 2022 **4:00 PM**

1. Call to Order

a. Opening Ceremony

1. Invocation - Chaplain Sydney Hart

2. Pledge of Allegiance

b. Welcome and Roll Call

Municipal Officers/Others Present: The meeting was also attended by City Manager Sandra Wilson, City Attorney Robert Batsel Jr., Assistant City Attorney Patrick Gilligan, Assistant City Attorney Jimmy Gooding, Assistant City Manager Bill Kauffman, Assistant City Manager Ken Whitehead, Assistant City Manager Pete Lee, City Clerk Angel Jacobs, Deputy City Clerk Pamela Omichinski, Fire Chief Clint Welborn, Director of Electric Utility Doug Peebles, Police Chief Michael Balken, Internal Auditor Randall Bridgeman, Assistant Finance Director Peter Brill, Growth Management Director Tye Chighizola, Marketing & Communication Manager Ashley Dobbs, Urban Design Coordinator Aubrey Hale, Budget Director Tammi Haslam, Contracting Officer Tiffany Kimball, Director of Facilities & Fleet Management John King, City Engineer & Director of Water Resources Sean Lanier, Director of Public Works Darren Park, Director of Telecommunications Mel Poole, Director of Parks & Recreation Preston Pooser, Strategic & Legislative Affairs Administrator Jeannine Robbins, Director of Finance Emory Roberts, Director of HR/Risk Management Chris Watt, IT Network Security Officer Christopher Ramos and other interested parties.

Present: Mayor Reuben Kent Guinn
Pro Tem James P. Hilty Sr
Council Member Kristen M. Dreyer
Council Member Barry Mansfield
Council Member Jay A. Musleh
Council President Ire J. Bethea Sr.

2. Public Notice

Public Notice for the March 1, 2022 City Council Regular Meeting was posted on February 15, 2022

3. Proclamations & Awards

4. Presentations

5. Public Comments

Jerry Lourenco, 2350 NW 27th Avenue, commented on the Solid Waste Workshop

Jerry Lourenco, 2350 NW 27th Avenue, commented on the recent Solid Waste Workshop. He stated his facility, Friends Recycling, has no operation issues related to odor or traffic in the year it has been operating. He noted he has also run WastePro for eight years with no complaints. He presented several photos to Council of garbage trucks and commented on the contents of each of the truck load. He explained one truck picked up a dumpster that should have contained only cardboard, but it was only 41% cardboard. Another truck, upon return from a recyclables pickup, contained 37% garbage. Currently, the City Code requires garbage trucks to empty loads at landfills only. He requested Council amend the City Code to fit the facilities within the City limits.

Council President Pro Tem Hilty asked Mr. Lourenco if he knows what types of loads trucks are bringing into his facility. Mr. Lourenco responded they assume all loads are recyclable contents; however, the loads are often mixed with garbage, and his crew doesn't know until it's opened. He requested Council amend the City Code to allow garbage dumping at this facility.
Council Member Mansfield asked how long the business has been operating in Ocala. Mr. Lourenco responded he has been there since 2006; the facility has been there since 1986.
Council Member Mansfield asked for clarification what materials his facility accepts. Mr. Lourenco told him the facility accepts construction and demolition debris, recyclables, cardboard and yard waste.

Mr. Lourenco expressed frustration regarding his experience working with City staff to get his Certificate of Occupancy (CO) last year, and a letter he received from the City.

City Attorney Batsel explained the letter sent to Mr. Lourenco approximately a year ago, regarding the facility's operations. The Florida Department of Environmental Protection (FDEP) classifies the facility's operations as a dirty MRF (Materials Recovery Facility); however, the City does not allow dirty MRF's in the City. The City issued the CO, with the understanding that the facility can only operate as a clean MRF for the time being. Mr. Batsel asked Mr. Lourenco to verify he is now asking for the City to update the Code to allow his facility to operate as a dirty MRF.

Mr. Lourenco discussed how he felt the City was blackmailing him and withholding the facility's CO. He noted there is not one operating facility that meets the City Code of a Recycling Center.

City Attorney Batsel explained Friends Recycling has two separate layers of regulation; the State-level FDEP regulations, and those of the City of Ocala's zoning code. Council has the authority to modify the Zoning Code.

Council Member Dreyer commented Mr. Lourenco is unaware of a trucks' true contents until the load is dumped for processing of recyclables. Mr. Lourenco agreed and explained how the loads received are contaminated and the process they would need to follow to remain compliant with City Code.

Mayor Guinn asked if the current operations violate the Zoning Code. City Attorney Batsel

responded yes.
Mayor Guinn questioned why Code Enforcement has not issued any violations. He suggested the ordinance be modified to fit the facility operations or shut them all down.

City manager Sandra Wilson asked Assistant City Manager Pete Lee to elaborate on this matter. Mr. Lee stated staff understood what they were permitting. He explained the recycling discussion held with Mr. Lourenco, and noted Mr. Lourenco was permitted for a Recycling Center, with staff understanding there would be some level of contamination. He provided several examples of ordinance violations to Council.

Council Member Dreyer questioned how garbage from a recycling bin is treated differently from a non-recycling bin. Mr. Lee explained the difference is the intent; a recycling bin is intended to contain recycling; a garbage bin is not. Council Member Dreyer interjected there is a lot of garbage contamination in recycle bins. Mr. Lee agreed and commented a need for more community education. To note, the recyclables service offered by Friends Recycling is very important to the community. Mr. Lee added there have been no Code Enforcement complaints because no one is witnessing Friends Recycling picking up garbage bins; the company is picking up recycling containers.

Council President Bethea stated he does not favor changing the Zoning Code to benefit Mr. Lourenco's business, and questioned why the matter keeps coming back before Council.

Council Member Dreyer expressed concern only having one company for garbage collection. The City could save $250,000 a year, if companies like Friends Recycling were allowed to remove recyclables from garbage collection within the City and send the remaining garbage to the landfill.

Council President Bethea disagrees with Council Member Dreyer. He noted garbage collection does not benefit the people who live in the community. He explained the difference between recyclables and garbage collection. The area is undergoing residential development, which would be negatively impacted by garbage collection.

Council Member Dreyer disagrees with Council President Bethea. She noted the garbage does not stay at the facility.

Mr. Lourenco commented the City expanded the C&D landfill. Amending the City Code to allow garbage sorting at their facility, is in the best interest of the City. He explained how the population is growing and development is occurring around the City.

City Attorney Batsel clarified Mr. Lourenco is not requesting to modify the use of the landfill area.

Council President Bethea asked where the water goes that washes the sorting deck. Mr. Lourenco responded the City sewer.

Council Member Dreyer made a motion for City staff to add recovery facility to the City Code.

Council Member Musleh commented the motion is too vague and suggested staff be instructed to draft an ordinance to present to City Council.

City Manager Sandra Wilson commented City staff will present several options to Council.

Council Member Dreyer withdrew her motion.

Glenn Fiorello, 838 SE 3rd Street, thanked City Manager Sandra Wilson and Assistant City Manager Pete Lee for the wonderful round table discussion for builders in the City

Glenn Fiorello, 838 SE 3rd Street, thanked City Manager Sandra Wilson and Assistant City Manager Pete Lee for the wonderful round table discussion for builders in the City. He shared insight regarding a builder's mindset when developing properties in the City. He encouraged the City to create a strong business relationship with the building community.

Council President Bethea commented the City is working hard to bring organizations together to create better success in the future.

6. Public Hearings

a. Approve a Concurrency Development Agreement between the City of Ocala and Country Green, LLP for property located at the 5300 block of SW 20th Street (Parcel # 23320-005-03/Country Green PD) (CDA21-44612). This is the second of two public hearings. The first public hearing was held on January 4, 2022. Postponed from the January 18, 2022 and March 1, 2022 City Council Meetings. Request to postpone the public hearing to the April 5, 2022 City Council Meeting.

Council postponed discussion of the item until the next City Council meeting scheduled on March 15, 2022.

There being no further discussion the motion carried by roll call vote.

RESULT: POSTPONED

MOVER: Jay A. Musleh

SECONDER: Kristen M. Dreyer

AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

b. Approve a Concurrency Development Agreement between the City of Ocala, W.G. One Corp, and Country Green, LLP for property located in the 4300 block of SW 20th Street (Parcels # 23320-005-25 and 23812-000-00/Wintergreen PD) (CDA21-44613). This is the second of two public hearings. The first public hearing was held on January 4, 2022. Postponed from the January 18, 2022 and March 1, 2022 City Council Meetings. Request to postpone the public hearing to the April 5, 2022 City Council Meeting.

Council postponed discussion of the item until the next City Council meeting scheduled on March 15, 2022.

There being no further discussion the motion carried by roll call vote.

RESULT: POSTPONED

MOVER: James P. Hilty Sr

SECONDER: Kristen M. Dreyer

AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

c. Approve a Chapter 163 Development Agreement for approximately 26.63 acres of property located on the east side of SW 43rd Court in the 3600 block (across from Saddlewood Elementary) (DMA22-44686). This is the second of two public hearings. The first public hearing was held on March 1, 2022. Request to postpone until the April 5, 2022 City Council Meeting

Council President Bethea opened the public hearing.

Growth Management Director Tye Chighizola discussed the Chapter 163 Development Agreement for a rezoning to R-3. The City will host two public hearings to discuss the item. The Chapter 163 agreement focuses on traffic; it will require a traffic study to be performed. If the roadway is not constructed, or there is no capacity, development of the property will be restricted. Council will be able to take action on the item at the next City Council meeting scheduled on March 15, 2022.

Kimberly Sindy, 4572 SW 44th Court, spoke in opposition of the proposed development project. She expressed concern regarding traffic impacts, overcrowded schools and negative property value impacts. She suggested the City focus on building schools to address the overcrowding issues.

Donna Rodriguez, 4064 SW 50th Road, spoke in opposition of the proposed development project. She expressed concern regarding traffic impacts, overcrowded schools and negative property value impacts. She explained the residents of Fore Ranch are responsible for maintaining the vegetation and private facilities in the area.

Cynthia Genero, 4585 SW 44th Street, spoke in opposition of the proposed development project. She expressed concern regarding traffic impacts, overcrowded schools and negative property value impacts. She questioned why the residents pay numerous amounts of tax monies to the City but have no public sidewalks.

Lauren Sovino, 4560 SW 44th Street, spoke in opposition of the proposed development project. She concurs with Ms. Genero regarding the developments negative impact on the community. She expressed concern regarding traffic impacts, overcrowded schools, loss of privacy, wildlife impacts, increased pollution and increased crime. She encouraged Council to use the available space to build more schools and parks for the community.

Rock Gibboney, 597 NE 45th Terrace, spoke in opposition of the proposed development project. He explained how property owners are not allowed to develop whatever they please. He anticipates the in-field development design will negatively impact the residents in the community.

Mr. Chighizola commented City staff will present a map of all the proposed developments at the next City Council meeting.

7. Second and Final Reading of Ordinances

(All are Public Hearings)

a. Adopt Ordinance 2022-13 for a zoning change to R-3, Multi-Family Residential, for approximately 23.51 acres of property located at 2550 SE 24th Street (Parcel # 29850-000-27) (Case ZON21-44541). This public hearing was postponed from the January 4, 2022, February 1, 2022 and February 15, 2022 City Council Meetings (Quasi-Judicial)

Introduced By: Jay A. Musleh

Growth Management Director Tye Chighizola commented Council approved the Chapter 163 Development Agreement at the City Council meeting scheduled on February 15, 2022, contingent on zoning approval. The policy was amended to allow multi-family; however, not increase the number of trips. The applicant was provided the following options: PD zoning or the Chapter 163 Development Agreement for a rezoning to R-3, the latter of which the applicant chose.

Chris Roper, 420 South Orange Avenue, Orlando, FL 32801, stated he is representing the applicant. He submitted a binder into evidence for Council to review. The staff reports conclude the project is in compliance with the City Code and compatible with the adjacent properties.

Steph Mahoney, 2419 SE 21st Street, spoke in opposition of the proposed request. She expressed concern regarding traffic impacts and overcrowded schools. She questioned why another developer applied for an alcohol license near a subdivision. Furthermore, she requested Council deny the rezoning request.

Lou Molhan, 2410 SE 18th Circle, spoke in opposition of the proposed zoning change. He expressed concern regarding traffic impacts, overcrowded schools, increased crime and increased noise. He favors single-family homes over 3-story homes; and requested Council maintain R-1 zoning in the community.

Debra Griffin, 2415 SE 23rd Street, spoke in opposition of the proposed zoning change. She presented several pictures of the community. She expressed concern regarding traffic impacts, overcrowded schools, increased crime and loss of privacy. She noted the proposed zoning is not compatible with the existing homes and businesses in the area. She questioned why Council Member Mansfield did not recuse himself, considering Cullison-Wright Construction is owned by his father in-law. Furthermore, she requested Council deny the rezoning request to protect the residents in the community.

Council Member Mansfield explained how Cullison-Wright Construction was only involved in one 7-11 project, which was a bid project and not in the area. He also noted the 7-11 item to which Ms. Griffin referred was presented to Council prior to his term beginning.

Fred Bolser, 899 Drakewood Ave., The Villages, spoke on behalf of Woodland Village residentEmily Nutter, 2420 SE 23rd St, who opposes the proposed zoning change. He

anticipates changing the zoning will cause problems in the future. He suggested building 180 single-family homes. He explained how the proposed development impacts Ms. Nutter's privacy, as she is an adjacent property owner.

Michael Lay, 2309 SE 18th Circle, spoke in opposition of the proposed request. He expressed concern regarding traffic impacts. He noted R-1 zoning is compatible with the surrounding area. He requested Council deny the rezoning request to protect the residents in the community.

Cathy Calvaler, 2315 SE 18th Circle, discussed the existing intersection issue. She invited Council to drive to the intersection, which is the neighborhood exit. She noted there is no infrastructure in place for the proposed developments or traffic impacts. Furthermore, she does not support developers looking for an opportunity to maximize their profits.

Sherry Smith, 2336 SE 18th Circle, spoke in opposition of the proposed request. She requested Council maintain the R-1 zoning in the community. She discussed how developers are taking away the American dream of homeownership by buying single-family homes, to develop apartment buildings.

Jim Tingler, 2402 SE 23rd Place, requested Council thoroughly evaluate the developments impact on the community.

Elina Garess, 2316 SE 19th Circle, expressed concern regarding increased crime and traffic impacts. She explained the existing traffic impacts will increase with the development project. She questioned why there are many gas stations and car washes in the City. Furthermore, she will move to another city if the development is approved.

Lawren Moody, 506 SE 17th Avenue, stated he is representing his family’s interest regarding the property located at 2301 SE 26th Street, which is adjacent to the subject property. He noted there is no access road to the property and the existing easement does not support the proposed use. He asked Council how they can proceed forward with an application missing entitled access.

Ken Nato, 2421 SE 18th Circle, spoke in opposition of the proposed request. He is speaking on behalf of 180 families. The proposal is disrupting homeownership for residents in the community. The zoning change to R-3 is not compatible with existing R-1 zoning in the area. Furthermore, R-1 zoning supports local businesses and encourages homeownership. He suggested Council address the existing traffic issues before approving development projects.

Mr. Roper addressed concerns expressed by residents. He explained the traffic study was reviewed by the City and approved by the County. The traffic improvements consist of drainage and sidewalks. The applicant will pay 100% of the cost for the Fluid Routing intersection. The development projects traffic will be directed to the Wawa intersection, which will undergo improvements.

He explained how the property was never zoned R-1 and the existing access easement on Mr. Moody's property. To note, the proposed project is consistent with future land use of Low Intensity. He discussed how there is a great need for housing in the community. A change was made to the Chapter 163 Development Agreement, which eliminates the City from responsibility of the easement. The proposed project has been thoroughly reviewed by the City for over a year.

City Attorney Batsel explained the access to the property has been addressed in the Chapter 163 Development Agreement. If sufficiency of the easement does not allow a two-lane road, the CO for the property will not move forward.

Council Member Musleh questioned if easement disputes will take several years in the court system. City Attorney Batsel responded that could be correct.

Mayor Guinn shared his Council experience approving Deerwood several years ago.

Council Member Hilty stated he reviewed the County CIS map and several development projects approved by the County. He expressed concern regarding traffic impacts and suggested directing traffic to the Fluid Routing intersection. Furthermore, he favors R-1 zoning in the area.

Mr. Roper commented the traffic study determined there is ample road capacity on Maricamp. He explained how there are many opportunities for the public to make necessary U-turns on the roadway.

Council Member Hilty stated R-3 zoning is not compatible in the area.

Council Member Musleh explained how several issues are being combined into one major problem. He noted R-3 zoning is very compatible in the area. The equivalent trips for 180 single-family residential homes, equals 320 apartments.

Mayor Guinn noted the traffic is horrendous in the area.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Jay A. Musleh
SECONDER: James P. Hilty Sr
AYE: Dreyer, Mansfield, Musleh, and Bethea
NAY: Hilty Sr

b. Adopt Ordinance 2022-20 to adjust the General Employees' Retirement System investment assumption rate. This public hearing was postponed from the February 15, 2022 City Council meeting.

Introduced By: James P. Hilty Sr

Director of Human Resources & Risk Management Chris Watt discussed the adoption of Ordinance 2022-20 to adjust the General Employees' Retirement System investment assumption rate. City Staff and the General Employees' Retirement Board recommend lowering the Investment Assumption Rate from 7% to 6.5%, over five years, at 10 basis points each year starting October 1, 2022.

Council Member Musleh commented the change does not impact the employees; however, the City will pay an increased pension cost.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: James P. Hilty Sr
SECONDER: Barry Mansfield
AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

c. Adopt Ordinance 2022-21 for a zoning change from B-4, General Business, to M-1, Light Industrial, for approximately 7.72 acres of property located at 2905 and 2957 N Pine Avenue (Case ZON21-44608) (Quasi-Judicial). This public hearing was postponed from the February 15, 2022 City Council meeting.

Introduced By: Kristen M. Dreyer

Growth Management Director Tye Chighizola commented the rezoning will allow construction/farm equipment sales as a special exception in M-1 zoning. If Council approves the request, the Board of Adjustment will review the proposal on March 21, 2022. To note, staff recommends approval.

There being no further discussion the motion carried by roll call vote

RESULT: ADOPTED
MOVER: Kristen M. Dreyer
SECONDER: Barry Mansfield
AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

8. General Business

a. Discussion and vote on changing the City Attorney position from an outside counsel position to an in-house employee position reporting to the City Council as discussed in the City Attorney workshop held on January 25, 2022.

City Manager Sandra Wilson thanked the Attorney's Office for their services. She noted some of the discussion points in the presentation were taken out of context and apologized for any misunderstanding. To note, the City expressed concern regarding the firm's invoices. She requested feedback from Council regarding legal services for the City. The City recommends Council consider in-house counsel for the City Attorney Position, noting that the position of City Attorney would continue to report to City

Council, as well as be appointed by City Council.

City Attorney Batsel explained how their firm wants to help the City transition and remedy any miscommunication. He noted he had reached out to City staff and City Manager Sandra Wilson prior to the January 25th workshop and had asked if he can provide information, or if anything was being presented, to which he was told no. The contents of the PowerPoint presentation were never discussed with the firm. He described a meeting with City Manager Wilson and HR/Risk Director Chris Watt, in which he learned of a survey sent to City staff, and during which was presented with a memo commissioned in February 2021 by the City Manager's Office drafted by a staff member to determine if the firms' practices/billing were appropriate and if that staff member could perform the City Attorney's job. He offered his firm's support to help the City make a smooth transition and encouraged the City to communicate with the City Attorney's Office.

Assistant City Attorney Gilligan stated that he is scheduled to speak later on in the agenda; however, he is requesting more than 3 minutes to speak now. Council President Bethea requested he speak during the agenda item.

Council Member Musleh requested Assistant City Attorney Gilligan speak now. To note, he does favor an in-house City Attorney.

16b. Ethics Allegation

Assistant City Attorney Gilligan discussed how the firm's character was slandered with untrue allegations of unethical behavior during a City workshop. The firm is very unsettled by damages caused by the false/defamatory statements made by the City. He explained how the issue started with City Manager Sandra Wilson requesting a City employee within the Purchasing Department critique the firm. The critique report created by the employee was copied verbatim into the PowerPoint presentation. To note, parts of the PowerPoint presentation ended up in the newspaper.

The firm does not perform duplicate billing, which is an illegal practice and can result in the firm's licensed attorney's being disbarred. The firm performs ethical billing practices. During the 30-years of service, previous City Managers have never questioned the integrity of the firm's billing practices, which are public record. He expressed disappointment the firm ended up in the newspaper regarding unethical acts. He discussed how the firm spent several years building its reputation by following ethical practices.

Mr. Gilligan spoke about damage to the reputation of the firm's paralegals and other staff by association with firm. He questioned why the City Manager never reported an accusation of unethical conduct received a year ago, and how a PowerPoint presentation ended up in the newspaper. He explained the firms ethical billing practices. The PowerPoint presentation was defamatory and damaged the firms long standing reputation. Furthermore, he supports the City's decision of seeking Mr. Minter's opinion

for in-house counsel, if that is the direction Council would prefer to go. During his legal career, securing the City of Ocala as a client, was one of his greatest accomplishments.

City Attorney Batsel explained a clause the firm includes in agreements for representation. The firm never fails to mention to their private clients that they represent the City, first and foremost, and noted they have lost clients due to the clause. He is concerned about the damage to their reputation caused by the newspaper article. He explained the disclosure/consent process for contractors. The firm has never done anything unethical and the notion of "favoring developers" is false.

Assistant City Attorney Gooding stated he supports the City choosing to establish in-house counsel. He explained the changing nature of legal practice and the pros/cons of in-house counsel. He anticipates the City will experience challenges finding in-house counsel with an expertise in all areas and local to Ocala. He suggested Council thoroughly review the pros and cons of in-house counsel. The firm will continue to help the City make a smooth transition.

Mary Sue Rich, 1802 NW 24th Court, expressed the importance of being transparent. She expressed concern regarding in-house counsel's limited knowledge. She requested Council continue to utilize the professional services offered by the Batsel, Gilligan and Gooding law firm. To note, the firm has saved the City lots of money. She suggested Council schedule another workshop and involve all the attorneys.

Mayor Guinn shared his great experience working with the law firm over the years. He explained the importance of reporting suspected unethical behavior immediately. To note, the firm did not commit unethical behavior. He expressed disappointment regarding the newspaper article’s false context. He agrees with Ms. Rich; the City should continue with outside counsel, which greatly benefits the City.

Council Member Mansfield stated it makes more sense to have an in-house attorney.

City Attorney Batsel explained in-house counsel operations. The goal is to help the City make a smooth transition based on the decision they make.

Council Member Dreyer agrees an in-house Attorney is more appropriate. She expressed disappointment regarding the PowerPoint presentation. She asked Ms. Wilson why the suspected unethical behavior was not immediately reported. Ms. Wilson explained the intent of the assignment was not to perform an assessment of the City Attorney. The plan was to use the report to determine which tasks the City can perform in-house.

City Attorney Batsel discussed how the Contracts & Procurement Department plays a huge role in decreasing the legal bill for the City. The firm created form contracts for the department to utilize and decrease tasks sent to the firm, which resulted in City cost savings. He disagrees with Ms. Wilson's comments; he believes the memo was created to investigate billing practices.

Ms. Wilson commented the intent was not to investigate billing practices; the goal was to

identify tasks the City can perform in-house. The independent survey determined City staff does not agree with the firm's billing.

City Attorney Batsel commented he will provide Council with the survey and memo evidence. He requested Council provide feedback regarding the urgent matter.

Council Member Dreyer expressed concern regarding the accusations presented in the PowerPoint. She thanked Assistant City Attorney Gilligan for speaking tonight and defending his law firm. She expressed great disappointment regarding the lack of transparency from the City. To note, she looks forward to reviewing the memo.

Council President Pro Tem Hilty explained his comments regarding conflict of interest were not allegations against the firm. He favors establishing in-house counsel and understands the challenges of finding talented individuals. Furthermore, he suggested the item be postponed, to allow Council time to review the memo.

Council Member Musleh agrees the City should establish in-house counsel. He thanked the firm for greatly supporting the City over the years. He requested more information regarding the pros/cons of in-house/out-house counsel. To note, the City contract with the firm ends in October 2022. He suggested the item be postponed for further discussion.

City Manager Wilson suggested discussing the matter at the upcoming Strategic Planning Session.

Council Members Hilty and Musleh suggested the City schedule a separate meeting to discuss the matter.

Council Member Hilty requested clarification on the billing practices between the now-separated law firms, citing an example of Mr. Gilligan conferring with Mr. Gooding about a hypothetical land use development. Assistant City Attorney Gilligan explained he has not been charged by Assistant City Attorney Gooding for legal work for that type of work. He explained the legal billing rates to Council and noted the City has a blended rate. Furthermore, shared the law firm's growth plans for the future.

Assistant City Attorney Gooding stated after October 31, 2022, Assistant City Attorney Gilligan will not be able to contact him for advice regarding land use matters; he cannot provide advice regarding non-client matters. He suggested the City seek hiring special attorneys. The firm encourages the City to seek the best representation possible.

President Bethea thanked Mr. Batsel, Mr. Gilligan and Mr. Gooding for their services. He requested Ms. Wilson schedule a workshop to discuss the matter.

Council Member Musleh requested the City create a presentation that shows how to establish in-house/out-house counsel.

b. Approve a contract and addendum to purchase six parcels in Downtown Ocala owned by

Mt. Moriah Church for a future parking garage in the amount of $1,765,000. Tabled from February 1, 2022, City Council Meeting.

Council Member Mansfield asked how the City will proceed if the northwest parcel is not obtained. Furthermore, he questioned if the parking garage will fit in the area. Assistant City Manager Pete Lee responded the City is awaiting acceptance of the proposal sent to the property owner. He stated the parking garage will fit on the parcel.

Council Member Mansfield asked if the City met with a local builder. Mr. Lee responded not at this time.

Council Member Mansfield questioned how the City will design the parking garage if the City does not receive the adjacent parcel.

City Attorney Batsel advised the agreement includes a 90-day clause to protect the City.

Glenn Fiorello, 838 SE 3rd Street, stated he opposes taxpayers paying for the parking garage project. He believes the parking garage expense is a private sector function, not a government function. He estimated the garage project will cost taxpayers $15 million. He asked if the Chamber& Economic Partnership(CEP) is funded by taxpayers. Mayor Guinn responded the CEP is funded by the City and County.

Mr. Fiorello requested Council postpone discussion and focus on other urgent matters. He believes the private sector should be responsible for funding the garage project.

Mr. Lee anticipates there will be great interest from the private sector to build the garage. The City will continue to have discussions around the project's development.

Growth Management Director Tye Chighizola commented the addendum will extend the closing to 60-days (June 1, 2022). To note, 90 parking spaces will be dedicated to the private sector. If the garage is built, the City will be able to sell Lots 7 and 9, which will offset the purchase cost. Furthermore, the Church has been actively contacting the City about selling their lot.

Chris Arroyo, 4716 SE 31st Street, Ocala, FL, supports the proposed parking garage project. He thanked Council for taking more of an active role in meeting the transportation needs of citizens. Furthermore, he believes the private sector is not interested in prioritizing the needs of the public at this time.

Regis Boatwright, 2100 SW 5th Place, requested Council support placing a monument in remembrance of Mt. Moriah Church. The church is historic to the community and was established 155-years ago.

Mayor Guinn shared his experience with his past childhood church.

There being no further discussion the motion carried by roll call vote

RESULT: APPROVED
MOVER: James P. Hilty Sr
SECONDER: Kristen M. Dreyer
AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

c. Approve contract with HDR Engineering, Inc., to prepare the 10-year Transit Development Plan (TDP) for SunTran not to exceed $230,000

There being no discussion the motion carried by roll call vote

RESULT: APPROVED
MOVER: Jay A. Musleh
SECONDER: Barry Mansfield
AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

d. Adopt Resolution 2022-24 authorizing Truist Bank to complete the funding of a drawdown loan in an amount not to exceed $60,000,000

Council President Pro Tem Hilty asked if the City would be charged interest for the drawdowns. Director of Finance Emory Roberts responded the City will be charged a variable interest rate until July 1, 2022. The City has an extension in place to go beyond October 1, 2022; however, the interest rate will increase. He suggested the City lock-in a fixed rate as soon as possible.

Council President Pro Tem Hilty asked what rate he recommends. Mr. Roberts responded 3% is the going rate, he anticipates the rates will increase. The variable rate will remain in place until the City selects a fixed rate. The City has the option to pay off the loan sooner (within five years).

Mayor Guinn asked if the City is locked into doing business with Truist Bank. Mr. Roberts explained the City sought professional advice from Dunlap & Associates. The quotes were submitted to 24 banks; only two banks responded (JP Morgan and Truist Bank). The Truist Bank structure will allow the City to secure a lower interest rate compared to JP Morgan.

Mayor Guinn suggested the City submit a quote to Goldman Sachs. He believes the City could save $2 million on interest through Goldman Sachs.

Mr. Roberts noted he will verify if Goldman Sachs was on the list.

There being no further discussion the motion carried by roll call vote

RESULT: ADOPTED
MOVER: James P. Hilty Sr
SECONDER: Kristen M. Dreyer
AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

e. Adopt Budget Resolution 2022-131 amending the Fiscal Year 2021-2022 Budget to

accept and appropriate funding for the City of Ocala's HOME Investment Partnership Program grant in the amount of $407,420

There being no discussion the motion carried by roll call vote

RESULT: ADOPTED
MOVER: James P. Hilty Sr
SECONDER: Jay A. Musleh
AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

f. Adopt Budget Resolution 2022-132 amending the Fiscal Year 2021-2022 budget to accept and appropriate funding for the City of Ocala's Home Investment Partnership Program in the amount of $270,000

There being no discussion the motion carried by roll call vote

RESULT: ADOPTED
MOVER: Jay A. Musleh
SECONDER: Barry Mansfield
AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

g. Approve one-year contract with Lewis Steel Works, Inc. for front load steel containers in the amount of $185,000

Council President Pro Tem Hilty asked why a local bidder was not chosen. Director of Public Works Darren Park responded the City did not receive a bid from a local vendor that constructs dumpsters. The City encourages local businesses to participate and all bids are publicly noticed to the public.

There being no further discussion the motion carried by roll call vote

RESULT: APPROVED
MOVER: James P. Hilty Sr
SECONDER: Barry Mansfield
AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

h. Approve the purchase of a SWAT supply vehicle from MBF Industries, Inc. for the Ocala Police Department in the amount of $204,610

Council President Pro Tem Hilty asked if the City is replacing an older vehicle model. Police Chief Balken responded yes, the department is replacing the 19-year old ambulance.

There being no further discussion the motion carried by roll call vote

RESULT: APPROVED
MOVER: Kristen M. Dreyer
SECONDER: Jay A. Musleh
AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

i. Approve Interlocal Agreement with the Marion County Board of County Commissioners for the administration and expenditure of opioid settlement funds

City Attorney Batsel congratulated staff on their hard work.

Council President Bethea requested clarification on the funding. City Attorney Batsel explained the Opioid litigation taking place. The State Attorney General negotiated settlement terms for funding to the City and County. The City and County must work together in a partnership agreement for funding.

There being no further discussion the motion carried by roll call vote

RESULT: APPROVED
MOVER: Kristen M. Dreyer
SECONDER: Barry Mansfield
AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

j. Approve two-year contract with Southern Lawn Care Mid Florida, Inc. for Fire Rescue grounds maintenance with an estimated expenditure of $109,140

There being no discussion the motion carried by roll call vote

RESULT: APPROVED
MOVER: Jay A. Musleh
SECONDER: Kristen M. Dreyer
AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

k. Approved appointment of Steve Forrest and Matt Leibfried as Regular Members and Michael Kroitor as Alternate to the Municipal Code Enforcement Board by ballot vote

Council was provided ballot slips to vote for two Regular Members from four applicants to the Municipal Code Enforcement Board. City Clerk Angel Jacobs announced Council appointed Steve Forrest and Matt Leibfried as Regular Members. Council was provided ballot slips to vote for one Alternate Member to the board from the two remaining applicants. Michael Kroitor was appointed as Alternate to the Municipal Code Enforcement Board.

l. Approved appointment of Kevin Lopez and Brent Malever to three-year terms ending March 1, 2025 to the Planning and Zoning Commission by ballot vote

Council was provided ballots to vote for two members from three applicants. City Clerk Angel Jacobs announced Council appointed Kevin Lopez and Brent Malever to the Planning & Zoning Commission.

9. Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of Council or the public request specific items to be removed for separate discussion and action.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED THE CONSENT AGENDA
MOVER: Jay A. Musleh
SECONDER: Kristen M. Dreyer
AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

a. Adopt Budget Resolution 2022-126 to appropriate funds from the General Fund Reserve for projects for the purchase of six parcels in Downtown Ocala owned by the Mt. Moriah Church in the amount of $1,765,000. Tabled from the February 1, 2022 City Council Meeting

b. Approve three-year contract with Aquasol Commercial Chemical, Inc. d/b/a Poolsure, to supply and deliver pool chemicals for the City's pools in the amount of $78,077

c. See item 10

d. Approve the proposed Fence and Roadway Encroachment Agreement with Richard B. Van Eldik and Siglinda M. Van Eldik regarding Marion County parcel #2898-000-00

e. Adopt Resolution 2022-25 to designate Marion Cultural Alliance (MCA) as a Local Arts Agency (LAA) of the City of Ocala

f. Approve reappointments of Anthony Ortiz and Doug Peebles to the General Employees Retirement System Board of Trustees for new three-year terms ending March 1, 2025

g. Approve appointment of Arnold Hersh to the General Employees Retirement System Board of Trustees unexpired three-year term ending March 1, 2024

h. Approve reappointment of Phil Howell to the Tree Commission for a new four-year term ending March 1, 2026

i. Approve reappointment of James Hartley and Dustin Magamoll to the Board of Adjustment for new four-year terms ending March 1, 2026

j. Approve reappointment of Shari Ausley and Michelle Partin to the Ocala Historic Preservation Advisory Board for new three-year terms ending March 1, 2025

k. Approve City Council Work Session Minutes for Tuesday, February 8, 2022

l. Approve Regular Meeting City Council Minutes for Tuesday, February 15, 2022

10. Consent Agenda Items Held for Discussion

Should any items be removed from the Consent Agenda for discussion, they will be discussed at this time.

9c. Approve an amendment to Mark's Prime Steakhouse Valet parking lot location

Growth Management Director Tye Chighizola explained Mark's Prime Steakhouse previously utilized the old Gause lot for valet parking, until the property recently sold. The applicant is requesting approval to relocate the parking of vehicles from the old Gause lot to the Big Wig, LLC lot.

Council Member Hilty noted the applicant has been violating the contingency agreement for years, by parking "VIP" vehicles along Broadway, and requested the City enforce violations. Mr. Chighizola explained the City is working with the applicant to enforce

zoning compliance. To note, the City does follow-up on all reported complaints.

Council Member Hilty stated the valet permission should be removed for continuous violations.

City Manager Sandra Wilson commented the City will enforce stronger enforcement action for parking along Broadway.

Council Member Hilty noted parking is very scarce in the area.

Mr. Chighizola expressed concern the chosen lot is too small for valet parking.

Council Member Musleh requested an update on the valet license. Mr. Chighizola responded the valet license is active and changes require Council approve. To note, the business was not operating during the COVID pandemic.

Mayor Guinn asked why the business parks vehicles along Broadway. Mr. Chighizola responded the vehicles were parked along Broadway initially due to COVID issues. The business can park cars in front of the business for fifteen minutes. Furthermore, the City is monitoring the new license for the parking garage. He asked if Council would like the applicant to speak before Council.

There being no further discussion the motion carried by roll call vote

RESULT: APPROVED
MOVER: Jay A. Musleh
SECONDER: Kristen M. Dreyer
AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

11. Introduction and First Reading of Ordinances

(Second and Final Reading - March 15, 2022)

a. Adopt Ordinance 2022-22 to amend and add ordinances under Chapter 70 Article I. In General, Section 70-39, 70-51, and 70-59 in accordance with new Environmental Protection Agency rules.

Introduced By: James P. Hilty Sr
RESULT: INTRODUCED
MOVER: James P. Hilty Sr

b. Adopt Ordinance 2022-23 to amend the Future Land Use designation from Employment Center (County) and Commercial (County) to Employment Center (City) for property located north of the curve where NW 40th Avenue transitions easterly to NW Third Street, approximately 71.58 acres. (Parcels #22844-002-00 and 22844-002-03) (Case LUC21-44528)

Introduced By: Kristen M. Dreyer

RESULT: INTRODUCED

MOVER: Kristen M. Dreyer

c. Adopt Ordinance 2022-24 to rezone certain property from A-1, General Agriculture, M-1, Light Industrial and R-E, Residential Estate (County), to M-2, Medium Industrial (City), located north of the curve where NW 40th Avenue transitions easterly to NW Third Street, approximately 71.58 acres. (Parcels #22844-002-00 and 22844-002-03) (Case ZON21-44529) (Quasi-Judicial)

Introduced By: Kristen M. Dreyer

RESULT: INTRODUCED

MOVER: Kristen M. Dreyer

d. Adopt Ordinance 2022-25 for a zoning change to R-3, Multi-family Residential, for approximately 15 acres of property located on the east side of SW 43rd Court in the 3600 block (across from Saddlewood Elementary) (Case ZON22-44645) (Quasi-Judicial). Request to postpone until the April 5, 2022 City Council Meeting.

Introduced By: Barry Mansfield

RESULT: INTRODUCED

MOVER: Barry Mansfield

e. Adopt Ordinance 2022-26 for a zoning change from INST, Institutional, to RO, Residential Office, for approximately 0.34 acres of property located at 819 NE 10th Street (Case ZON22-44635) (Quasi-Judicial).

Introduced By: Jay A. Musleh

RESULT: INTRODUCED

MOVER: Jay A. Musleh

f. Adopt Ordinance 2022-27 for a zoning change from B-1, Neighborhood Business, to M-2, Medium Industrial, for approximately 6.47 acres of property located between SW 44th Avenue and SW 46th Avenue in the 400 block (420 SW 44th Avenue) (Case ZON22-44636) (Quasi-Judicial)

Introduced By: James P. Hilty Sr

RESULT: INTRODUCED

MOVER: James P. Hilty Sr

g. Adopt Ordinance 2022-28 to annex approximately 9.23 acres located between SW 44th Avenue and SW 46th Avenue in the 400 block (430 SW 44th Avenue) (Case ANX22-44640).

Introduced By: Barry Mansfield

RESULT: INTRODUCED

MOVER: Barry Mansfield

h. Adopt Ordinance 2022-29 for an amendment to the Future Land Use Designation from Commerce District (County) to Employment Center (City), for approximately 9.23 acres of property located between SW 44th Avenue and SW 46th Avenue in the 400 block

(430 SW 44th Avenue) (Cases LUC22-44643).

Introduced By: Jay A. Musleh

RESULT: INTRODUCED

MOVER: Jay A. Musleh

i. Adopt Ordinance 2022-30 for a rezoning from A-1 General Agriculture (County), to M-2, Medium Industrial (City), for approximately 9.23 acres of property located between SW 44th Avenue and SW 46th Avenue in the 400 block (430 SW 44th Avenue) (Cases ZON22-44642) (Quasi-Judicial).

Introduced By: Barry Mansfield

RESULT: INTRODUCED

MOVER: Barry Mansfield

12. Internal Auditor's Report

13. City Manager's Report

City Manager Sandra Wilson requested a CRA meeting for March 15, 2022, at 3:45 pm

Ms. Wilson commented on the FMEA Lineman Rodeo

City Manager Sandra Wilson congratulated City employees who participated in the FMEA Lineman Rodeo event. To note, the City received two trophies.

Ms. Wilson noted the Strategic Planning meeting is scheduled on March 22, 2022

City Manager Sandra Wilson provide Council with a copy of the City Business Plan for Council to review, before the Strategic Planning meeting scheduled on March 22, 2022.

14. Police and Fire Department Report

Police Chief Mike Balken – Public Safety Opioid Response Efforts

Police Chief Balken discussed the public safety Opioid response efforts for February 14, 2022 to February 27, 2022. The Police Departments Opioid response efforts 6, overdose deaths 0, Narcan leave behind 5 and Amnesty participation 4. The Police Department arrested 16 individuals for trafficking narcotics/weapons. The investigation recovered 8 firearms, 36 pounds of crystal-meth, 3 pounds of MDMA, cannabis, fentanyl and heroin.

Fire Chief Clint Welborn – Public Safety Opioid Response Efforts & Community Paramedicine

Fire Chief Welborn discussed the public safety Opioid response efforts and community paramedicine program. The overdose response efforts 10, overdose deaths 0 and Narcan leave behind 0. For the month of February, 337 people have enrolled in the Opioid Recovery Project and they had a total of 135 community paramedicine graduates. The Narcan leave behind for the OD2A Program amounts to 65 participants and trained 47 individuals to administer Narcan.

15. Mayor's Report

Mayor Guinn commented the Olympian athletes will return home on March 25, 2022 to March 27, 2022

16. City Attorney's Report

a. Approve settlement payment of $60,000 to William and Janelle Marin

City Attorney Batsel reported Council was provided with a settlement memo/agreement. The City was at-fault for the traffic incident, which they recommend Council approve the settlement presented.

There being no further discussion the motion carried by roll call vote.

Mr. Batsel commented the litigation initiated by Carlton Arms was voluntarily dismissed. He will report back to Council with the bond validation

RESULT: APPROVED
MOVER: Jay A. Musleh
SECONDER: Barry Mansfield
AYE: Hilty Sr, Dreyer, Mansfield, Musleh, and Bethea

b. See Item 8

17. Informational Items

a. Calendaring Items

Strategic Planning Session - Tuesday, March 22, 2022, 8:30am - 12pm - Hilton Garden Inn Ocala Downtown

b. Comments by Mayor

Mayor Guinn requested an update regarding Ambelside School

Mayor Guinn requested an update regarding Ambleside School. Growth Management Director Tye Chighizola explained the applicant is making the necessary upgrades to use the second floor. Furthermore, the applicant received a grant from the County to help cover the construction expenses.

Mayor Guinn expressed concern the applicant is violating the agreement. Mr. Chighizola explained how the change of occupancy use requires necessary upgrades to be in compliance with the Building Code. Currently, the building is not in compliance with the ADA (Americans with Disabilities Act) or Fire Code.

Mayor Guinn asked why the upgrades were not needed when the City occupied the building. Mr. Chighizola responded the City was in continuous use of the building prior to many regulations coming into effect. He noted the State provided feedback on the matter as well.

Mayor Guinn questioned why $300,000 needs to be spent to upgrade the building. Council Member Musleh explained the new owners of the building must bring the building up to code with ADA and Fire Code.

c. Comments by Council Members

Council Member Dreyer commented on the FMEA Lineman Rodeo competition

Council Member Dreyer thanked Task Force 8 for their service and congratulated City staff for attending the FMEA Lineman Rodeo competition.

d. Informational

a. Monthly Budget to Actual Report as of January 31, 2022 and Capital Improvement Project Status Report

b. Executed Contracts under $50,000

c. Power Cost Adjustment Report - January 2022

18. Adjournment

Adjourned at 8:34 p.m.

Minutes

_____ _____

Ire Bethea Sr.
Council President

Angel B. Jacobs
City Clerk

File #: 2022-0418 Agenda Item #: 17d1.

Submitted By: Payal Pandya

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Local Mitigation Strategy (LMS) Annual Report

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Local Mitigation Strategy (LMS) Steering committee must submit the annual report to the Florida Department of Emergency Management (FDEM). Additionally, every year the City is required by the Community Rating System (CRS), to submit an annual evaluation report of the LMS projects to City Council and review our progress in implementing the plan, in order to maintain our Insurance Services Office (ISO) rating for flood.

Attached is a letter on the implementation of the City's LMS projects from the City Engineer. Also attached is the LMS annual report submitted to FDEM by the LMS Steering Committee and coordinated by Marion County.

In summary, eight (8) of the City projects currently on the LMS projects list were submitted to FDEM for Federal Emergency Management Agency (FEMA) public assistance grant funding from Hurricane Irma in 2019. Two (2) of the projects were denied; however, the six (6) remaining projects were funded. The City Engineer's Office is now diligently working on design of the funded projects.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

January 13, 2022

Preston Bowlin, Director
Marion County Emergency Management
PO Box 1987
Ocala, FL 34477

Re: Florida Administrative Code 27P-22 Compliance

Dear Director Bowlin,

The Florida Division of Emergency Management's Mitigation Planning Unit received your updated 27P-22.004 information for the 2021 calendar year. After reviewing the information received, it has been determined that your update is complete, and your Local Mitigation Strategy complies with F.A.C. 27P-22.004.

If you have any questions regarding this matter, or if our office can be of any further assistance, please contact your LMS Liaison Kristin Lentz at Kristin.Lentz@em.myflorida.com or 850-815-4519.

Respectfully,

Laura Dhuwe

Digitally signed by Laura Dhuwe
DN: cn=Laura Dhuwe, o=DEM, ou=Mitigation, email=Laura.Dhuwe@em.myflorida.com, c=US
Date: 2022.02.07 13:38:39 -05'00'

for

Miles E. Anderson,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA/io

Marion County
Board of County Commissioners
Growth Services ◆ Planning and Zoning
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601

January 7, 2022

Kristin Lentz
LMS Liaison
Florida Division of Emergency Management
Attention: Mitigation Planning Unit
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

SUBJ: Marion County Local Mitigation Strategy (LMS) - 2020 Annual Report Transmittal

Dear Ms. Buckingham:

Enclosed are the Marion County LMS annual report materials required by Florida Administrative Code (FAC) 27P-22.004 as follows:

1) Annual Compliance Form
2) 2021 LMS Program Summary
3) 2021 LMS Project List Announcement dated May 19, 2021
4) Steering Committee/Working Group Roster
5) 2020-2021 LMS Project List
6) Supporting documentation of written invitation of participation

If you have any questions regarding the materials, please do not hesitate to contact me via email at Kenneth.Odom@marioncountyfl.org, phone or mail as indicated above.

Sincerely,

Kenneth W. Odom
Transportation Planner

Enclosures

Cc:
Sergeant Preston Bowlin, Marion County Emergency Management Director
Nadja Griffis for Carl Zalak, BCC Chair
Erin Miller, MCSO, Emergency Management, LMS Chairman
Sean Lanier, City of Ocala Engineer Director, Vice LMS Chairman
James Banta, Marion County Fire Chief
Mary Elizabeth Burgess, Growth Services Deputy Director
Angel Roussel, Assistant County Administrator
Mounir Bouyounes, County Administrator
Tracy Straub, Assistant County Administrator

Florida Administrative Code 27P-22.004
Annual Compliance Form

County	Marion County
Chair	Reference: FAC 27P-22. 004 (4)(a)
	Name: Erin Miller
	Jurisdiction & Title: Deputy Director MCSO/Emergency Management Division
	Address: P.O. Box 1987 Ocala, FL 34478-1987
	Phone (o): 352-369-8100
	Phone (c):
	Email: emiller@marionso.com
Vice Chair (if applicable)	
	Name: Sean Lanier
	Jurisdiction & Title: City of Ocala Engineer
	Address: 1805 NE 30th Ave, Bldg 600 Ocala, FL 34470
	Phone (o): 352-351-6733
	Phone (c):
	Email: slanier@ocalafl.org
EM Coordinator (if applicable)	
	Name: Erin Miller
	Jurisdiction & Title: Deputy Director MCSO/Emergency Managment Division
	Address: P.O. Box 1987 Ocala, FL 34478-1987
	Phone (o): 352-369-8100
	Phone (c):
	Email: emiller@marionso.com

Was your LMS submitted to the State for review within the last 6 months? ☒ **Yes** ☐ **No**

If your LMS was submitted in the past 6 months, have there been any changes since the plan was submitted?
☒ **Yes** ☐ **No** ☐ **N/A**
If Yes or N/A, please complete the following document.
If No, your 27P-22.004 annual update is complete.

1. LMS Working Group

Submit the LMS-WG List including contact information.	■ **Attached**
Reference: FAC 27P-22. 004 (4)(a)	
Comments:	

2. LMS Working Group Participation Invites

Provide documentation to show that within the preceding year the county has issued a written invitation to each municipality to participate in the LMS-WG.	■ **Attached**
Reference: FAC 27P-22. 004 (4)(3)	
Comments:	

3. Hazard Analysis Change

Are there any new or removed hazards?	■ **Yes**
Reference: FAC 27P-22. 004 (4)(e)(1)	☐ **No**
Comments: The updated Hazards list was included in the	If Yes, attach the LMS sections that have been updated.

4. Project Priority List

Include a list of projects in order of priority with associated funding sources and estimated costs. TBD for estimated costs is not sufficient.	■ **Attached**
Reference: FAC 27P-22. 004(e)(2) & FAC 27P-22. 005(7)	
Comments:	

5. Critical Facilities List

Have there been any changes to the critical facilities list within the past year?	☒ **Yes**
Reference: FAC 27P-22. 004 (4)(e)(3)	☐ **No**
Comments: The critical facilities list was updated as part c	If Yes, attach the updated list.

6. Repetitive Loss Properties List

Have there been any additions or removals to the repetitive loss properties in any of your jurisdictions within the past year?	☐ **Yes**
Reference: FAC 27P-22. 004 (4)(e)(4)	☒ **No**
Comments:	If yes, attach the updated list.

7. Revisions to Maps

Were there any changes to maps included in the LMS within the past year?	☒ **Yes**
Reference: FAC 27P-22. 004 (4)(e)(5)	☐ **No**
Comments: Map udpates were completed as part of the F	If yes, attach the updated map(s).

Please email this updated information *by the last working weekday of January 2021* (Friday, January 29, 2021) to your LMS State Liaison, per the enclosed map. Or you may mail your documents to the following address:

Florida Division of Emergency Management
Attention: Mitigation Planning Unit
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Please contact your liaison with any questions. Thank you in advance for your cooperation.

Program Summary
Marion County Local Mitigation Strategy

January 5, 2022

1) Marion County Local Mitigation Strategy & Five-Year Plan Udpate

a. Marion County has adopted a Local Mitigation Strategy in accordance with the Federal Disaster Mitigation Act of 2000.
b. Chapter 44 CFR Sections 201 & 206 provide that local jurisdiction(s) must review and revise the local mitigation plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and update the local mitigation plan a minimum of every five (5) years in order to continue to be eligible for Federal hazard mitigation funds under the Federal Emergency Management Agency ("FEMA").
c. The LMS Five-Year Plan was updated in 2021. The LMS Plan Five-Year Update was approved by the Marion County Board of County Commissioners on May 4, 2021 by Resolution No. 21-R-214. The Federal Emergency Management Agency (FEMA) granted formal approval of the document on July 28, 2021. It will expire on May 19, 2026. As an approved participating jurisdiction, the County is an eligible applicant for the following mitigation programs administered by FEMA: Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), and Flood Mitigation Assistance (FMA).
d. The LMS is coordinated by the Marion County Growth Services Department, 2710 E. Silver Springs Blvd., Ocala, FL 34470. Staff contact is Kenneth Odom, Transportation Planner.
e. In accordance with the LMS by-laws, the strategy is guided by a local working group led by a Steering Committee containing representatives from Marion County, incorporated municipalities, key businesses, interest groups and citizens.

2) LMS Project List – "Mitigation Initiatives"

a. The 2021 announcements notice for new project submittal were transmitted on May 19, 2021: Hazard Mitigation Grant Program Projects and Flood Mitigation Assistance Grant Program NOFP. The following new projects were ranked and added to the list:
    i. *Marion County Fire Services: Headquarters Back-Up Generator*
    ii. *City of Belleview: Water Facility Storm Shutters*
    iii. *City of Belleview: Lift Station Emergency Generators*
    iv. *City of Ocala: DR 222 Flood Relief*
b. No projects reached the 5-year expiration window so there were no deletions from the Priority List.

3) Election of Officers

a. On February 11, 2021, the LMS Steering Committee elected Erin Miller, Sheriff's Office Emergency Management Deputy Director as Chairman and Sean Lanier, Director, Office of City Engineer, City of Ocala as Vice Chairman. The LMS Steering Committee has opted to adopt a four-meeting per year schedule instead of a two-meeting per year schedule. The next scheduled meeting will be held in January 2022 where new officer elections will take place.

4) LMS Document Revisions – 2021

a. Hazard Assessment – Updated Hazard Assessment analysis was completed as part of the LMS Five-Year Plan update.
b. Critical Facilities – Updated Critical Facility designations were completed with the Five-Year Plan update.
c. Repetitive Loss – Updated Repetitive Loss analysis was completed with the Five-Year Plan update.
d. Maps – Updates to all map were completed with the LMS Five-year Plan Update.

5) By-Laws Update/Committee Member Update

a. No By-Laws Update
b. Two new representatives were nominated and approved to serve as members of the LMS. Both were replacements for current positions on the LMS Committee. Mr. Brady Nettina replaced Mr. Terrance Smith for representation of Marion County Public Schools (11/18/21) and Ms. Jeannie Rickman replaced Ms. Beth Nelson as a Citizen Representative (10/21/21).

Odom, Kenneth

From: Brown, Teresa
Sent: Wednesday, January 5, 2022 2:19 PM
To: Odom, Kenneth
Subject: FW: 2021 Local Mitigation Strategy - Call For Projects
Attachments: 2021 LMS Priority List.pdf

Teresa Brown
Staff Assistant
Growth Services
Main: 352-438-2600 | Direct: 352-438-2611
Empowering Marion for Success!

From: Odom, Kenneth <Kenneth.Odom@marionfl.org>
Sent: Wednesday, May 19, 2021 4:37 PM
To: Brown, Teresa <Teresa.Brown@marionfl.org>
Subject: 2021 Local Mitigation Strategy - Call For Projects

To: Local Mitigation Strategy Working Group
From: Kenneth Odom, Transportation Planner
Date: May 19, 2021
Subject: Local Mitigation Strategy (LMS) & Mitigation Project List

It in order to remain as current as possible, the Local Mitigation Strategy Project List is updated twice every year and it is time for the first update of 2021. This list is comprised of municipally submitted projects that could potentially mitigate the negative impacts of hazardous events such as hurricanes, tornadoes, floods, etc. These projects can include strategies to prepare for, withstand, respond to and/or recover from these hazardous events. In order to be eligible for State and Federal funding, any desired projects must be included on the Local Mitigation Strategy Project List.

The current DRAFT list has been included for your review. No new projects for 2021 have been included into the list at this time. If any municipality or organization would like to submit new projects for the 2021 cycle, please contact Kenneth Odom at Kenneth.Odom@marioncountyfl.org or at 352-428-2620 for application

information. Additionally, please note that there were six projects that were removed from the list as they have been awarded funding. They are listed on the last page of the priority list document. A seventh project is pending for funding award also.

Kenneth Odom
Transportation Planner
Growth Services

Marion County Board of County Commissioners
2710 East Silver Springs Blvd.
Ocala, FL 34470
Main: 352-438-2600 | Direct: 352-438-2620

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Instead, contact this office by phone or in writing.

From: Brown, Teresa
Sent: Wednesday, May 19, 2021 4:41 PM
To: S Rogers - Reddick Town Council Pres.; Torres, Alex; Banta, James; Bates, Mike; Benitez, Giovanna - UF; Betty Jo Bradley; Bob Shinn (MC POA); Bouyounes, Mounir; Brown, Teresa; Bryan Lowe; Carl Taylor; Wicker, Chad; Charlee Nichols (MC Sup. of Elections IT/GIS); Damien, Craig; Christopher Smith; Coutu, Joanna; Dan Dooley (Daniel_dooley@FLHealth.gov); Dan Gloger (MC Sup of Elections IT); Dawana Prior; Dawn Bowne; Diaz, Nanette; Atwell, Donald; Eric Weaver; Erin E. Miller (MCSO Emg Mgt); George Albright; Goodspeed, Jared; Gregory C. Harrell; Hart, Kelli; Helene Mencher (Clerk of Court); James R. Stroup (Reddick Mayor); James Troiano; Jan Smith (Dunnellon Finance Officer); Jennifer C; Kirkman, Jody; Kristin Buckingham; Larry Doerffel; Lezli Merrit; Li, Cassandra; Lisa Walsh (Ocala); Ludie Bond (USDA Forest Service Wildfire); Marjorie Stroup (Reddick Town Clerk); McCain, Michael; Savage, Michael; Michael Tomich; Michelle Cechowski; Hirst, Michelle; Nageon de Lestang, Jocelyn; Nobles, Patricia - UF; Odom, Kenneth; Paul Blystone; Payal Pandya (Ocala Stormwater Eng.); Peter Lee; Rison, Christopher; Roussel, Angel; Sandi McKamey; Scott Mullikin; Sean Lanier (Ocala City Engineer); Causey, Stacie; Marion County Stormwater; Susan Davis; Tamara Fleischhaker (Alt); Thurman Kingsley (tkcb2@aol.com); Tina Novinger; Northey, Tom; Straub, Tracy; Tye Chighizola (Ocala Planning); Wesley Wilcox (MC Sup. of Elections); Walker, Bart; Bond, Ludie ; Burgess, Mary Elizabeth; Chief McQuaig; Darlene Younce (MC BOR Staff); Denise Alexander; Dinkins, Kimberleigh; Dorothy Pernu; Jackie Suarez; James Preston Bowlin; John Longacre; Keith Poole; McCann, Ken; Kevin Sheilley (OMC CEP President); Lawrence Doerffel; Lezli Merritt; Maj. Dwayne Durham; Marya Latson (Citizen); Michael O'Connor; Randy Alvord; Randy Hahn; Shawna Chancey; Wanda Bowlin; Weyrauch, Kenneth; Zhu, Dan
Subject: 2021 Local Mitigation Strategy - Call For Projects
Attachments: 2021 LMS Priority List.pdf

To: Local Mitigation Strategy Working Group
From: Kenneth Odom, Transportation Planner
Date: May 19, 2021
Subject: Local Mitigation Strategy (LMS) & Mitigation Project List

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withstand, respond to and/or recover from these hazardous events. In order to be eligible for State and Federal funding, any desired projects must be included on the Local Mitigation Strategy Project List.

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Kenneth Odom
Transportation Planner
Growth Services

Marion County Board of County Commissioners
2710 East Silver Springs Blvd.
Ocala, FL 34470
Main: 352-438-2600 | Direct: 352-438-2620

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Teresa Brown
Staff Assistant IV
Growth Services

Marion County Board of County Commissioners
2710 East Silver Springs Blvd.
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Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From:	Brown, Teresa
To:	S Rogers - Reddick Town Council Pres.; Torres, Alex; Banta, James; Bates, Mike; Benitez, Giovanna - UF; Betty Jo Bradley; Bob Shinn (MC POA); Bouyounes, Mounir; Brown, Teresa; Bryan Lowe; Carl Taylor; Wicker, Chad; Charlee Nichols (MC Sup. of Elections IT/GIS); Damien, Craig; Christopher Smith; Coutu, Joanna; Dan Dooley (Daniel_dooley@FLHealth.gov); Dan Gloger (MC Sup of Elections IT); Dawana Prior; Dawn Bowne; Diaz, Nanette; Atwell, Donald; Eric Weaver; Erin E. Miller (MCSO Emg Mgt); George Albright; Goodspeed, Jared; Gregory C. Harrell; Hart, Kelli; Helene Mencher (Clerk of Court); James R. Stroup (Reddick Mayor); James Troiano; Jan Smith (Dunnellon Finance Officer); Jennifer C; Kirkman, Jody; Kristin Buckingham; Larry Doerffel; Lezli Merrit; Li, Cassandra; Lisa Walsh (Ocala); Ludie Bond (USDA Forest Service Wildfire); Marjorie Stroup (Reddick Town Clerk); McCain, Michael; Savage, Michael; Michael Tomich; Michelle Cechowski; Hirst, Michelle; Nageon de Lestang, Jocelyn; Nobles, Patricia - UF; Odom, Kenneth; Paul Blystone; Payal Pandya (Ocala Stormwater Eng.); Peter Lee; Rison, Christopher; Roussel, Angel; Sandi McKamey; Scott Mullikin; Sean Lanier (Ocala City Engineer); Causey, Stacie; Marion County Stormwater; Susan Davis; Tamara Fleischhaker (Alt); Thurman Kingsley (tkcb2@aol.com); Tina Novinger; Northey, Tom; Straub, Tracy; Tye Chighizola (Ocala Planning); Wesley Wilcox (MC Sup. of Elections); Walker, Bart; Bond, Ludie ; Bruce Phillips; Burgess, Mary Elizabeth; Darlene Younce (MC BOR Staff); Denise Alexander; Dinkins, Kimberleigh; Dorothy Pernu; Jackie Suarez; James Preston Bowlin; John Longacre; John Proffitt; Keith Poole; McCann, Ken; Kevin Sheilley (OMC CEP President); Lawrence Doerffel; Lezli Merritt; Maj. Dwayne Durham; Marya Latson (Citizen); Michael O"Connor; Randy Alvord; Randy Hahn; Shawna Chancey; Wanda Bowlin; Weyrauch, Kenneth; Zhu, Dan
Subject:	FW: FDEM Mitigation - Salesforce Implementation Announcement
Date:	Thursday, April 15, 2021 10:22:51 AM
Attachments:	FDEM Subrecipient Salesforce Implementation Announcement_4.14.21.pdf
Importance:	High

Good Morning,

Attached is information from Laura Waterman – “Please review the attached memo and note the training scheduled for next week.”

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Teresa Brown
Staff Assistant IV
Growth Services

Marion County Board of County Commissioners
2710 East Silver Springs Blvd., Ocala, FL 34470
Main: 352-438-2600 | Direct: 352-438-2611

Empowering Marion for Success!

Please note, the Marion County Board of County Commissioners’ website has moved. The new web address (and ending to our emails) is now marionfl.org. Please update your bookmark and contacts as necessary. If you have any questions related to this change, please contact Marion County Public Relations at 352-438-2300.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Waterman, Laura <Laura.Waterman@em.myflorida.com>
Sent: Wednesday, April 14, 2021 11:47 AM
Cc: DEM_Hazard Mitigation Grant Program <DEM_HazardMitigationGrantProgram@em.myflorida.com>
Subject: FDEM Mitigation - Salesforce Implementation Announcement
Importance: High

Good Morning All,

As you may have heard, DEM is implementing an enterprise grant management system for existing and future mitigation projects. Please review the attached memo and note the trainings scheduled for next week.

Sub-recipients will be receiving a link via email from their project managers regarding training and access to the "sandbox."

Questions may be directed to the Mitigation Bureau at 850-815-4524 or DEM_HazardMitigationGrantProgram@em.myflorida.com.

Thank you,

Laura Waterman
Mitigation Planning Unit Manager
Mitigation Bureau | Florida Division of Emergency Management
2555 Shumard Oak Blvd | Tallahassee, FL 32399
Office: 850-815-4512
Mobile: 850-879-0872
Laura.Waterman@em.myflorida.com

Under Florida law, correspondence with the Florida Division of Emergency Management, which is neither confidential nor exempt pursuant to Florida Statutes Chapter 119, is a public record made available upon request.

From: Brown, Teresa
Sent: Tuesday, July 6, 2021 8:22 AM
To: Banta, James; Walker, Bart; Beth Nelson; Bond, Ludie ; Brown, Teresa; Burgess, Mary Elizabeth; Chief McQuaig; Chris Terrance Smith; Coutu, Joanna; Darlene Younce (MC BOR Staff); Denise Alexander; Dinkins, Kimberleigh; Dorothy Pernu; Erin Miller - Chairman; Jackie Suarez; James Preston Bowlin; Jan Smith; John Longacre; Keith Poole; McCann, Ken; Kevin Sheilley (OMC CEP President); Lawrence Doerffel; Lezli Merritt; Maj. Dwayne Durham; Marya Latson (Citizen); Michael O'Connor; Michelle Cechowski; Odom, Kenneth; Randy Alvord; Randy Hahn; Rison, Christopher; Sean Lanier; Shawna Chancey; Tamara Fleischhaker (OMC CEP Staff); Wanda Bowlin; Weyrauch, Kenneth; Zhu, Dan
Cc: S Rogers - Reddick Town Council Pres.; Torres, Alex; Bates, Mike; Benitez, Giovanna - UF; Betty Jo Bradley; Bob Shinn (MC POA); Bouyounes, Mounir; Bryan Lowe; Carl Taylor; Wicker, Chad; Charlee Nichols (MC Sup. of Elections IT/GIS); Damien, Craig; Dan Dooley (Daniel_dooley@FLHealth.gov); Dan Gloger (MC Sup of Elections IT); Dawana Prior; Dawn Bowne; Diaz, Nanette; Atwell, Donald; Eric Weaver; George Albright; Goodspeed, Jared; Gregory C. Harrell; Hart, Kelli; Helene Mencher (Clerk of Court); James R. Stroup (Reddick Mayor); James Troiano; Jennifer C; Kirkman, Jody; Kristin Buckingham; Larry Doerffel; Lezli Merrit; Li, Cassandra; Lisa Walsh (Ocala); Ludie Bond (USDA Forest Service Wildfire); Marjorie Stroup (Reddick Town Clerk); McCain, Michael; Savage, Michael; Michael Tomich; Hirst, Michelle; Nageon de Lestang, Jocelyn; Nobles, Patricia - UF; Paul Blystone; Payal Pandya (Ocala Stormwater Eng.); Peter Lee; Roussel, Angel; Sandi McKamey; Scott Mullikin; Causey, Stacie; Marion County Stormwater; Susan Davis; Thurman Kingsley (tkcb2@aol.com); Tina Novinger; Northey, Tom; Straub, Tracy; Tye Chighizola (Ocala Planning); Wesley Wilcox (MC Sup. of Elections)
Subject: FW: FY 2021 FMA and BRIC - Notice of Interest form
Attachments: Flood Mitigation Assistance (FMA) Building Resilient Infrastructure and Communities (BRIC) Programs 2021 Application Period Notice of Interest.pdf

Good Morning All,

In preparation for the FY 2021 Flood Mitigation Assistance (FMA) and Building Resilient Infrastructure and Communities (BRIC) application cycle, the Florida Division of Emergency Management is requesting that those who are interested in applying for either grant, please complete the attached Notice of Interest (NOI) form. This will assist potential subapplicants with determining eligibility for proposed projects and application development as well as assist our staff with providing assistance to those who are interested in submitting subapplications for the upcoming FY 2021 FMA and BRIC application period. Completed NOIs should be e-mailed to **non-disasterprograms@em.myflorida.com**.

Please note: the FEMA Notices of Funding Opportunity for FY 2021 FMA and BRIC have not been published as of July 2, 2021. We will send those when they are published.

You may direct any questions regarding FMA and BRIC to:

Susan Harris Council
Planning Manager, Non-Disaster Programs
(850) 815-4532
Susan.Harris-Council@em.myflorida.com

David R. McCune
Project Manager, Non-Disaster Programs
(850) 815-4525
David.McCune@em.myflorida.com

Thank you,

Laura Waterman
Mitigation Planning Unit Manager
Mitigation Bureau | Florida Division of Emergency Management
2555 Shumard Oak Blvd | Tallahassee, FL 32399
Office: 850-815-4512
Mobile: 850-879-0872
Laura.Waterman@em.myflorida.com

Under Florida law, correspondence with the Florida Division of Emergency Management concerning agency business that is neither confidential nor exempt pursuant to Florida Statutes is a public record and will be made available to the public upon request.

Teresa Brown
Staff Assistant
Growth Services

Marion County Board of County Commissioners
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Main: 352-438-2600 | Direct: 352-438-2611

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From: Brown, Teresa
Sent: Monday, November 8, 2021 3:02 PM
Subject: FW: FY 2021 FMA and BRIC Deadline Approaching
Attachments: Non-Disaster FMA and BRIC Statewide Subapplicant Briefing FY 2021.pdf; Non-Disaster Applicants Briefing 2021 Q A.pdf

Please see message below from Laura Dhuwe.

Teresa Brown
Staff Assistant
Growth Services
Main: 352-438-2600 | Direct: 352-438-2611
Empowering Marion for Success!

From: Odom, Kenneth <Kenneth.Odom@marionfl.org>
Please forward to all LMS mailing lists.

Thank you,

Kenneth Odom
Transportation Planner
Growth Services
Main: 352-438-2600 | Direct: 352-438-2620
Empowering Marion for Success!

From: Laura Dhuwe <Laura.Dhuwe@em.myflorida.com>
Sent: Friday, November 5, 2021 10:20 AM
Subject: FW: FY 2021 FMA and BRIC Deadline Approaching

CAUTION: THIS MESSAGE IS FROM AN EXTERNAL SENDER
This email originated from outside the organization. Do not click links, open attachments, or share any information unless you recognize the sender and know the content is safe. Report suspicious emails using the "Phish Alert" button in Outlook or contact the Helpdesk.

CORRECTION – the deadline is Friday, November 12, 2021 at 5:00 PM EST.

So sorry.

-Laura Dhuwe
Deputy Mitigation Bureau Chief
850-879-0872

From: Laura Dhuwe <Laura.Dhuwe@em.myflorida.com>
Sent: Friday, November 5, 2021 10:07 AM
Cc: Mitigation Non-Disaster Program <non-disasterprograms@em.myflorida.com>; Laura Dhuwe <Laura.Dhuwe@em.myflorida.com>
Subject: FY 2021 FMA and BRIC Deadline Approaching

Good Morning,

This email is a reminder that the FY 2021 FMA and BRIC application period ends next week on **Friday, November ~~15~~ 12, 2021 at 5:00 PM EST.**

Only ***complete*** subapplications in the FEMA GO system will be accepted and reviewed for submission to FEMA.

Attached are the slides from the statewide subapplicant briefing we hosted in September. A recording of the webinar is available on the program web pages here and here. Below are relevant links to resources which may help you in your subapplication development and application process.

HMA Unified Hazard Mitigation Assistance Guidance & Addendum
https://www.fema.gov/grants/mitigation/hazard-mitigation-assistance-guidance

FEMA GO
FEMA has recorded sessions from previous FEMA GO trainings and a more recently added video on FEMA GO Tips and Tricks on their YouTube Channel.

- Previous FEMA GO Trainings: https://www.youtube.com/playlist?list=PL720Kw_OojIIoKKliEE3oWaHOl3cVXb35

- FEMA GO Tips and Tricks: https://youtu.be/GJ68oC19Itk
- FEMA GO Helpdesk for technical assistance: FEMAGO@fema.dhs.gov OR 1-877-611-4700

Questions may be directed to non-disasterprograms@em.myflorida.com.

Thank you,

Laura Dhuwe | Deputy Mitigation Bureau Chief
Florida Division of Emergency Management
Office: (850) 815-4512 | Mobile: (850) 879-0872
Laura.Dhuwe@em.myflorida.com

Under Florida law, correspondence with the Florida Division of Emergency Management concerning agency business that is neither confidential nor exempt pursuant to Florida Statutes is a public record and will be made available to the public upon request.

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Immediate release
Jan. 6, 2021

Media contact:
Stacie Causey, Public Information Specialist
Office: 352-438-2311 ▪ Cell: 352-789-2152
Email: stacie.causey@marioncountyfl.org

Marion County: Sunshine Notice

In accordance with Florida's Sunshine Laws, Marion County Public Relations will send "Sunshine Notices" to alert citizens of public meetings. Per state statute 286.0105, "…if a person decides to appeal any decision made by the board…with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

Two or more commissioners may attend the following:

DATE TIME	MEETING PURPOSE	LOCATION	CONTACT
Jan. 7 8:30 a.m.	Development Review staff meeting	**via phone** call: 415-655-0001 access code: 180 671-9974 **send evidence/comments to:** linda.goles@marioncountyfl.org OR 412 SE 25th Ave., Ocala, FL 34471	Linda Goles 352-671-8686
Jan. 19 10 a.m.	Public hearing to consider adoption of a sheriff-proposed ordinance to generally prohibit simulated	**in person** McPherson Governmental Campus auditorium 601 SE 25th Ave., Ocala	Dawn Phelps 352-438-2300

	exemptions) in unincorporated Marion County	marioncountyfl.org/agendas **send evidence/comments to:** dawn.phelps@marioncountyfl.org OR 601 SE 25th Ave., Ocala, FL 34471	
Jan. 21 4 p.m.	Local Mitigation Strategy meeting	**in person** Green Clover Hall 319 SE 26th Terrace, Ocala **send evidence/comments to:** teresa.brown@marioncountyfl.org OR 2710 E. Silver Springs Blvd., Ocala, FL 34470	Teresa Brown 352-438-2611
Jan. 26 1 p.m.	Opioid paramedicine workshop	**in person** McPherson Governmental Campus auditorium 601 SE 25th Ave., Ocala **via livestream** marioncountyfl.org/agendas	Dawn Phelps 352-438-2300
Feb. 2 2 p.m.	Public hearing to consider a road closure petition associated with a portion of Northwest 35th Street between Northwest 44th Avenue and Interstate 75	**in person** McPherson Governmental Campus auditorium 601 SE 25th Ave., Ocala **via livestream** marioncountyfl.org/agend	Office of the County Engineer 352-671-8686

		send evidence/comments to: roads@marioncountyfl.org or 412 SE 25th Ave., Ocala, FL 34471			
UPDATED					
Pine Run Estates Advisory Council					
The Pine Run Estates Public Advisory Board meets **at 10 a.m. on the third Thursday** of each month* in the Clubhouse, 10379 SW 88th Terrace, Ocala. For more information, call 352-438-2650.					
Jan. 21	Feb. 18	March 18	April 15	May 20	June 17
July 15	Aug. 19	Sept. 16	Oct. 21	Nov. 18	Dec. 16

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Immediate release
Feb. 10, 2021

Media contact:
Stacie Causey, Public Information Specialist
Office: 352-438-2311 ▪ Cell: 352-789-2152
Email: stacie.causey@marioncountyfl.org

Marion County: Sunshine Notice

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Two or more commissioners may attend the following:

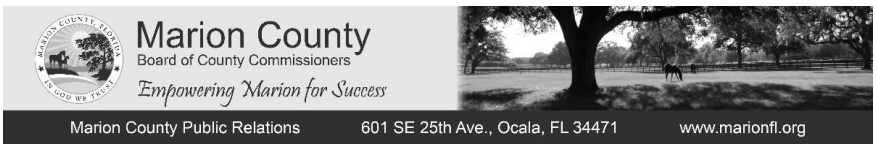
DATE TIME	MEETING PURPOSE	LOCATION	CONTACT
Jan. 11 8:30 a.m.	Development Review staff meeting	**via phone** call: 415-655-0001 access code: 180 331 5985 **send evidence/comments to:** linda.goles@marioncountyfl.org OR 412 SE 25th Ave. Ocala, FL 34471	Linda Goles 352-671-8686
Feb. 11 4 p.m.	Local Mitigation Strategy Committee meeting	**in person** Growth Services, 2710 E. Silver Springs Blvd., Ocala	Teresa Brown 352-438-2600
Feb. 23 9:30 a.m.	Soil & Water Conservation District meeting	**CANCELED**	Ann Bishop 352-438-2475

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Immediate release
Current date

Media contact:
Stacie Causey, Public Information Specialist
Office: 352-438-2311 ▪ Cell: 352-789-2152
Email: stacie.causey@marionfl.org

Marion County: Sunshine Notice

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Two or more commissioners may attend the following:

DATE TIME	MEETING PURPOSE	LOCATION	CONTACT
April 13 10:30 a.m.	Ocala/Marion County Transportation Planning Organization Technical Advisory Committee meeting	**in person** Headquarters-Ocala Public Library 2720 E. Silver Springs Blvd., Ocala **send evidence/comments to:** shakayla.irby@marionfl.org OR 2710 E. Silver Springs Blvd. Ocala, FL 34470	Shakayla Irby 352-438-2630
April 13 1 p.m.	Ocala/Marion County Transportation Planning Organization Citizen's Advisory Committee meeting	**in person** Headquarters-Ocala Public Library 2720 E. Silver Springs Blvd., Ocala **send evidence/comments to:** shakayla.irby@marionfl.org OR 2710 E. Silver Springs Blvd. Ocala, FL 34470	Shakayla Irby 352-438-2630
April 14 2:30 p.m.	Workshop regarding master wastewater feasibility analysis and Utilities capital	**in person** McPherson Governmental Campus auditorium, 601 SE 25th Ave., Ocala	Dawn Phelps 352-438-2300

		to: dawn.phelps@marionfl.org OR 601 SE 25th Ave., Ocala, FL 34471	
April 15 4 p.m.	Local Mitigation Strategy Committee quarterly meeting; discuss five-year LMS update	**in person** Growth Services training room, 2710 E. Silver Springs Blvd., Ocala **send evidence/comments to:** teresa.brown@marionfl.org OR 2710 E. Silver Springs Blvd. Ocala, FL 34470	Teresa Brown 352-4385-2600
May 4 10 a.m.*	Public hearing for the creation of Kingsland Country estates/Whispering Pines/Forest Glenn municipal services benefit unit for street lighting	**in person** McPherson Governmental Campus auditorium, 601 SE 25th Ave., Ocala **send evidence/comments to:** dawn.phelps@marionfl.org OR 601 SE 25th Ave., Ocala, FL 34471	Dawn Phelps 352-438-2300
May 4 2 p.m.*	Workshop regarding southeastern regional public water plant feasibility study	**in person** McPherson Governmental Campus auditorium, 601 SE 25th Ave., Ocala **send evidence/comments to:** dawn.phelps@marionfl.org OR 601 SE 25th Ave., Ocala, FL 34471	Dawn Phelps 352-438-2300
May 13 8:30 a.m.	Fire Rescue and EMS Advisory Board meeting	**in person** Fire Rescue Headquarters 2631 SE Thirds St., Ocala **send evidence/comments to:** pam.doherty@marionfl.org OR 2631 SE Third St., Ocala, FL 34471	Pam Doherty 352-291-8000
May 25 1:30	Workshop to consider a proposed ordinance	**in person** McPherson Governmental	Dawn Phelps 352-438-

	medical transportation system	**send evidence/comments to:** dawn.phelps@marionfl.org OR 601 SE 25th Ave., Ocala, FL 34471	

*or as soon thereafter as possible

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Brown, Teresa

From: Marion County Public Relations <publicrelations_external@marioncountyfl.org>
Sent: Wednesday, April 21, 2021 4:04 PM
To: Brown, Teresa
Subject: ☀ Sunshine notice

View this email in your browser



Immediate release
April 21, 2021

Media contact:
Stacie Causey, Public Information Specialist
Office: 352-438-2311 ▪ Cell: 352-789-2152
Email: stacie.causey@marionfl.org

Marion County: Sunshine Notice

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Two or more commissioners may attend the following:

DATE TIME	MEETING PURPOSE	LOCATION	CONTACT
April 22 8:30 a.m.	Development Review staff meeting	**via phone** call: 415-655-0001 access code: 157 318 9135 **send evidence/comments to:** sindy.sato@marionfl.org OR 412 SE 25th Ave. Ocala, FL 34471	Sindy Sato 352-671-8686
May 4 10 a.m.*	Public hearing to consider a resolution adopting the local mitigation strategy five-year plan	**in person** McPherson Governmental Campus auditorium, 601 SE 25th Ave., Ocala	Dawn Phelps 352-438-2300

	2020 update **Please note updated time.**	**online** marionfl.org/agendas **send evidence/comments to:** bccagenda@marionfl.org OR 601 25th Ave., Ocala, FL 34471	
May 24 1:30 p.m.*	Public hearing for Edgewood road improvement **Please note updated time.**	**in person** McPherson Governmental Campus auditorium, 601 SE 25th Ave., Ocala **online** marionfl.org/agendas **send evidence/comments to:** bccagenda@marionfl.org OR 601 25th Ave., Ocala, FL 34471	Dawn Phelps 352-438-2300
May 24 1:30 p.m.*	Public hearing for Emil-Marr subdivision road improvement **Please note updated time.**	**in person** McPherson Governmental Campus auditorium, 601 SE 25th Ave., Ocala **online** marionfl.org/agendas **send evidence/comments to:** bccagenda@marionfl.org OR 601 25th Ave., Ocala, FL 34471	Dawn Phelps 352-438-2300

*or as soon thereafter as possible

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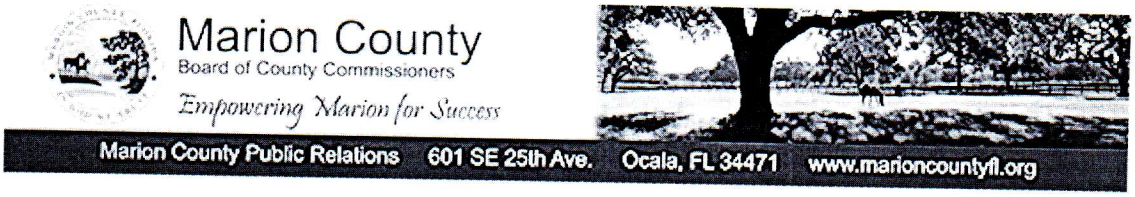
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Thank you for sharing information about Marion County, Florida.

Our mailing address is:
Marion County Board of County Commissioners
601 SE 25th Ave.
Ocala, FL 34471

Brown, Teresa

From: Marion County Public Relations <publicrelations_external@marioncountyfl.org>
Sent: Wednesday, July 8, 2020 10:00 AM
To: Brown, Teresa
Subject: ☀ Sunshine notice

View this email in your browser



Immediate release
July 8, 2020

Media contact:
Stacie Causey, Public Information Specialist
Office: 352-438-2311 • Cell: 352-789-2152
Email: stacie.causey@marioncountyfl.org

Marion County: Sunshine notice

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Two or more commissioners may attend the following:

DATE TIME	MEETING PURPOSE	LOCATION	CONTACT
July 14 9:30 a.m.	Marion Soil and Water Conservation District Board meeting	**by phone** Call: 515-604-9578 Access code: 633 286 **send comments/evidence to:** ann.bishop@marioncountyfl.org or 2441 NE Third St., Suite 201-2 Ocala, FL 34470	Ann Bishop 352-414-7808
July 16 4 p.m.	Local Mitigation Strategy meeting	**in person** Growth Services training room 2710 E. Silver Springs Blvd., Ocala **send comments/evidence to:** teresa.brown@marioncountyfl.org	Teresa Brown 352-438-2600

		or 2710 E. Silver Springs Blvd. Ocala, FL 34470	
July 21 10 a.m.	Continuation of public hearing to consider an ordinance to amend chapter 5.5 of the county building code	**in person** McPherson Governmental Campus auditorium 601 SE 25th Ave., Ocala **Online** MarionCountyFL.org/Agendas **send comments/evidence to:** chad.wicker@marioncountyfl.org or 2710 E. Silver Springs Blvd. Ocala, FL 34470	Chad Wicker 352-438-2400
July 21 10 a.m.	Public hearing to discuss community development block grant, HOME Investment Partnership and Emergency Shelter/Solutions Grant action plan	**in person** McPherson Governmental Campus auditorium 601 SE 25th Ave., Ocala **Online** MarionCountyFL.org/Agendas **send comments/evidence to:** billie.stevens@marioncountyfl.org or 2710 E. Silver Springs Blvd. Ocala, FL 34470	Billie Stevens 352-671-8770

###

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Thank you for sharing information about Marion County, Florida.

Our mailing address is:

Marion County Board of County Commissioners

601 SE 25th Ave.

Ocala, FL 34471

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Immediate release
Oct. 11, 2021

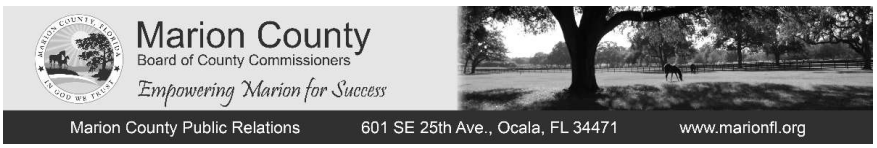
Media contact:
Stacie Causey, Public Relations Specialist
Office: 352-438-2311 ▪ Cell: 352-789-2152
Email: stacie.causey@marionfl.org

Sunshine notice

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Two or more commissioners may attend the following:

DATE TIME	MEETING PURPOSE	LOCATION	CONTACT
Oct. 21 4 p.m.	Local Mitigation Strategy quarterly meeting	**in person** Growth Services training room, 2710 E. Silver Springs Blvd., Ocala **send comments/evidence to:** teresa.brown@marionfl.org OR 2710 E. Silver Springs Blvd., Ocala, FL 34470	Teresa Brown 352-438-2600
Oct. 28 10 a.m.	Tourist Development Council meeting	**in person** Visitor & Convention Bureau, 109 W. Silver Springs Blvd., Ocala **online** https://marioncountyfl.webex.com/marioncountyfl/onstage/g.php?MTID=e885373cd82d1fa8f284df5b07b3dac89 password: meeting **via phone** call: 415-655-0001 access code: 2300 666 2323 **send comments/evidence to:** sales@marionfl.org	Stacy Swartout 352-438-2800



Immediate release
Nov. 9, 2021

Media contact:
Stacie Causey, Senior Public Relations Specialist
Office: 352-438-2311 ▪ Cell: 352-789-2152
Email: stacie.causey@marionfl.org

Sunshine Notice

In accordance with Florida's Sunshine Laws, Marion County Public Relations will send "Sunshine Notices" to alert citizens of public meetings. Per state statute 286.0105, "…if a person decides to appeal any decision made by the board…with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

Two or more commissioners may attend the following:

DATE TIME	MEETING PURPOSE	LOCATION	CONTACT
Nov. 17 5:30 p.m.	Land Development Regulation Commission meeting	**in person** Growth Services, training room, 2710 E. Silver Springs Blvd., Ocala **send comments/evidence to:** teresa.brown@marionfl.org OR 2710 E. Silver Springs Blvd., Ocala, FL 34470	Teresa Brown 352-438-2600
Nov. 18 4 p.m.	Local Mitigation Strategy committee's quarterly meeting	**in person** Growth Services, training room, 2710 E. Silver Springs Blvd., Ocala **send comments/evidence to:** teresa.brown@marionfl.org OR 2710 E. Silver Springs Blvd., Ocala, FL 34470	Teresa Brown 352-438-2600
Dec. 6 4 p.m.	Litter Task Force meeting	**in person** Headquarters-Ocala Public Library, 2720 E. Silver Springs Blvd., Ocala **send evidence/comments to:** lacey.larramore@marionfl.org OR	Lacey Larramore 352-671-8465

Dec. 15 5:30 p.m.	Land Development Regulation Commission meeting	**in person** Growth Services, training room, 2710 E. Silver Springs Blvd., Ocala **send comments/evidence to:** teresa.brown@marionfl.org OR 2710 E. Silver Springs Blvd., Ocala, FL 34470	Teresa Brown 352-438-2600

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mailchimp

Prioritized Project List

Updated: 09/30/20

APPLICATION YEAR	
2015	2015
2016	2016
2017	2017
2018	2018
2019	2019

MARION COUNTY, FLORIDA
LOCAL MITIGATION STRATEGY
PRIORITIZED PROJECT LIST
2020

Initiating Jurisdiction and Agency	ID Number	Description/Title	Pop Impacted	Hazard(s) Mitigated	Timeframe for Completion	Potential Funding Source	Estimated Cost	Score	Rank	Priority
Marion County: Utilities Department	2018-23	MCUD Back-up Solar Powered Battery Assemblies	MC	S	<1 year	BRIC	$500,000	36	1	1
Marion County: Facilities Managment	2018-12	Facilities Emergency Generators	A	H, S, F	1 years	HMGP BRIC	$1,000,000	32	2	2
Marion County: Utilities Department	2018-21	MCUD Portable SCADA Antenna	A	S	<1 year	BRIC	$33,000	32	3	3
City of Ocala: Engineering/Water Resources	2018-10	Security Improvements water facilities	O	H,S,F	1 year	BRIC	$188,862	31	4	4
City of Ocala: Engineering/Water Resources	2018-11	Man Hole Lid Improvements	O	H,S,F	1.5 years	FMA	$231,475	31	4	5
Marion County: Solid Waste Dept.	2018-13	MC Recycling Center Back Up Generator	MC	H, S, F	1 years	HMGP BRIC	$240,000	31	4	6
Sateke Village HOA: Private Community	2017-01	Emergency Generators	D	H,S,F	1 year	HMGP BRIC	$60,000	30	5	7
City of Ocala: Engineering	2019-01	Emergency Generators	O	H,S,F	<1 year	HMGP BRIC	$1,125,000	30	5	8
City of Ocala: Engineering/Water Resources	2018-01	Fisher Park Flood Project	O	H,S,F	2 years	FMA	$1,500,000	29	6	9
City of Ocala: Engineering/Water Resources	2018-02	SR 464 Flood Project	O	H,S,F	2 years	FMA	$1,500,000	29	6	10
Marion County: Utilities Department	2018-24	MCUD Portable Lift Station Generators	MC	S	<1 year	BRIC FMA	$349,000	29	6	11
City of Ocala: Fire Rescue	2018-25	Emergency Power Generators and Transfer Switches	O	H, S, F	<1 year	HMGP BRIC	$1,125,000	28	7	12
City of Ocala: Water Resource Department	2018-05	Lift Stations Flood Relief	O	H,S,F	1.6 years	BRIC FMA	$1,615,200	26	8	13
Marion County: Utilities Department	2018-22	MCUD Emergency Command Ctr Shutters	A	S	<1 year	BRIC	$250,000	26	8	14
Marion County Sheriff: Forest High School Special Needs Shelter Generator	2018-14	Critical Facility Generator	A	H, S, F	1 years	HMGP BRIC	$1,200,000	25	9	15
Marion County: Office of the County Engineer	2018-20	MC Portable Pump Operation	MC	F	<1 year	FMA	$254,400	24	10	16
City of Ocala: Engineering/Water Resources	2018-09	Lift Station Improvement	O	H,S,F	1.5 years	BRIC FMA	$1,615,200	23	11	17
Marion County: Office of the County Engineer	2018-15	SW 52nd Street Flood Relief	MC	F	2.25 years	FMA	$630,000	22	12	18
City of Ocala: Engineering/Water Resources	2018-03	Heritage Hills Flood Relief	O	H,S,F	2 years	FMA	$2,000,000	21	13	19

Updated: 09/30/20

APPLICATION YEAR	
2015	2015
2016	2016
2017	2017
2018	2018
2019	2019

MARION COUNTY, FLORIDA
LOCAL MITIGATION STRATEGY
PRIORITIZED PROJECT LIST
2020

Initiating Jurisdiction and Agency	ID Number	Description/Title	Pop Impacted	Hazard(s) Mitigated	Timeframe for Completion	Potential Funding Source	Estimated Cost	Score	Rank	Priority
City of Ocala: Engineering/Water Resources	2018-06	Brogan Pond Flood Relief	O	H,S,F	2 years	FMA	$5,000,000	21	13	20
City of Ocala: Engineering/Water Resources	2018-04	SE 17 Street Flood Relief	O	H,S,F	2 years	FMA	$5,000,000	20	14	21
City of Ocala: Engineering/Water Resources	2018-07	Lake Tuscawilla Flood Relief	O	H,S,F	2 years	FMA	$2,000,000	19	15	22
City of Ocala: Engineering/Water Resources	2018-08	NE 17th Road Flood Relief	O	H,S,F	2 years	FMA	$5,000,000	19	15	23
Marion County: Office of the County Engineer	2018-17	Country Gardens Flood Relief	MC	F	1.85 years	FMA	$693,000	19	15	24
Marion County: Office of the County Engineer	2018-19	NW 115th Ct Flood Relief	MC	F	3.1 years	FMA	$254,400	18	16	25
Marion County: Office of the County Engineer	2018-16	NW 76th Ter Flood Relief	MC	F	2.6 years	FMA	$294,000	17	17	26
Marion County: Office of the County Engineer	2018-18	SW 27th Ave Flood Relief	MC	F	4.6 years	FMA	$2,027,000	17	18	27

Pop Impacted: A = All , MC = Marion County, O = Ocala, B = Belleview, D = Dunnellon, M = McIntosh, R = Reddick
Hazards: A = All , H = Hurricane, T = Tornado, S = Storm, F = Flood

Removed Projects

No projects were completed or deferred from 2015 to 2020. The following list of projects were removed from the priority list as there applications were nor renewed after being on the list for five years.

LOCAL MITIGATION STRATEGY
PRIORITIZED PROJECT LIST
REMOVED PROJECTS

Initiating Jurisdiction and Agency	ID Number	Description/Title	Pop Impacted	Hazard(s) Mitigated	Timeframe for Completion	Removed	Rank
Marion County Sheriff Emergency Management	2013-06 (2008-08) (2004-11)	Storm shutters and generators for each District Office	MC, M, R	H, T, S	1 year	2018	Application Not Renewed
Marion County Health Department	2013-01 (2008-01)	Purchase/install Automatic Transfer Switch for First Baptist Church generator connection.	A	A	5 years	2018	Application Not Renewed
Marion County Sheriff Emergency Management	2013-03	EOC Staging Portable Storage Units	A	A	1 year	2018	Application Not Renewed
Marion County Sheriff Emergency Management	2013-02	Paving EOC Incident Staging/Parking Lot	A	A	2 years	2018	Application Not Renewed
Marion County Sheriff Emergency Management	2013-04	EOC LED Portable Signs	A	A	1 year	2018	Application Not Renewed
Marion County Engineering	2013-13 (2008-07)	Purchase four (4) LED Message Boards	A	A	1 year	2018	Application Not Renewed
Ocala Public Works	2013-12	Stormwater Pump Station 202 Upgrade (E. Hwy 40 Flooding)	MC, O	H, S, F	2 Years	2018	Application Not Renewed
Marion County Sheriff Emergency Management	2013-05	EOC Staging Refrigeration Trucks	A	A	1 year	2018	Application Not Renewed (5 Years)
Ocala Public Works	2012-03	SR 40 Flood Relief	MC, O	H, S, F	2 years	2017	Application Not Renewed
Ocala Public Works	2013-11	New Bethel DRA Flood Project (N. Pine Avenue)	MC, O	H, S, F	2 years	2018	Application Not Renewed
Ocala Public Works	2012-02	SR 464 Flood Relief	O	H, S, F	2 years	2017	Application Not Renewed
Ocala Public Works	2013-07	Lake Tuscawilla Flood Project	O	H, S, F	2 years	2018	Application Not Renewed
Ocala Public Works	2013-08	NE 16th Avenue Flood Project	O	H, S, F	2 years	2018	Application Not Renewed
Ocala Public Works	2013-09	NE 17th Road Flood Project Ph 1	O	H, S, F	2 years	2018	Application Not Renewed
Ocala Public Works	2013-10	NE 17th Road Flood Project Ph 2	O	H, S, F	2 years	2018	Application Not Renewed
Ocala Public Works	2012-01	Heritage Hills Flood Relief	O	H, S, F	2 years	2017	Application Not Renewed

Pop Impacted: A = All , MC = Marion County, O = Ocala, B = Belleview, D = Dunnellon, M = McIntosh, R = Reddick

Hazards: A = All , H = Hurricane, T = Tornado, S = Storm, F = Flood

OCALA
City Engineer's Office

March 4, 2022

City Council

RE: LMS Annual Report and Progress of City Mitigation Projects.

Dear Mr. President, Honorable Mayor and Members of the Council:

For your information, I present the attached 2021 annual report for the Marion County Local Mitigation Strategy (LMS) with its attachments.

Following Hurricane Irma, in August of 2018 the City of Ocala had submitted the following projects on the LMS projects list through the Florida Department of Emergency Management (FDEM) to the Federal Emergency Management Agency (FEMA) for Public Assistance Hazard Mitigation Grant Funding.

- 2018-10 Security Improvements Water Facilities
- 2018-11 Man Hole Lid Improvements
- 2018-01 Fisher Park Flood Project
- 2018-05 Lift Stations Flood Relief
- 2018-09 Lift Station Improvement
- 2018-03 Heritage Hills Flood Relief
- 2018-06 Brogan Pond Flood Relief
- 2018-08 NE 17th Road Flood Relief

Projects 2018-10 and 2018-06 were denied. FDEM asked the City to combine projects 2018-11 and 2018-05 into one project and projects 2018-01 and 2018-09 into one project. Both new combined projects, 2018-11/2018-05 and 2018-01/2018/09, along with 2018-03 and 2018-08 received funding from FDEM. In summary six (6) of the eight (8) City projects submitted have received grant funding by FEMA/FDEM. The Engineering Department is currently working on the designs and bid packages for the construction of the projects.

Very Respectfully,

Sean Lanier, P.E., CFM
City Engineer/Director

File #: 2022-0419 Agenda Item #: 17d2.

Submitted By: Michelle Brooker

Department: Procurement

STAFF RECOMMENDATION (Motion Ready):
Executed Contracts Under $50,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, .

PROOF OF PUBLICATION:
N/A

BACKGROUND:

Contract Number	Contractor	Description	Amount
CDS/190415C	Bruce Wayne Wiley, LLC	Agreement for SHIP/HOME/CDBG Housing Rehabilitation	$49,438
ELE/220131	Christopher W. Dugas	Application for Customer-Owned Renewable Generation Systems	Solar
OFN/220097	Matthew Bowman	Agreement to Lease Fiber Optic Services	Revenue $3,336
OFN/220099	Urgent Care of Florida, LLC	Agreement to Lease Fiber Optic Services	Revenue $1,188
OFN/220105	TLC Diesel Service, LLC	Agreement to Lease Fiber Optic Services	Revenue $2,376
OFN/220106	Marion Lake Sumter Title, LLC	Agreement to Lease Fiber Optic Services	Revenue $2,376
OFN/220127	The Camacho Team, LLC	Agreement to Lease Fiber Optic Services	Revenue $3,564
OFN/220130	James Scott	Agreement to Lease Fiber Optic Services	Revenue $1,668
OFN/220132	Office Furniture 4 Less, LLC	Agreement to Lease Fiber Optic Services	Revenue $2,376
OFN/220133	David Mackay	Agreement to Lease Fiber Optic Services	Revenue $1,668
REC/220085	Linda DeRosa	Agreement for Artwork Loan and Display	No Cost

TEL/13-002	CenturyLink Sales Solutions, Inc.	Products and Services Agreement	NTE $50K
ELE/220142	Douglas Hannah	Application for Interconnection of Customer-Owned Renewable Generation Systems	Solar
OFN/220140	Robert Boyer	Agreement to Lease Fiber Optic Services	Revenue $3,816
OFN/220143	Comfortable Care Dental Health Professionals, P.A. DBA Oakridge Dental Care	Agreement to Lease Fiber Optic Services	Revenue $9,000
WSD/180111	Miller Pipeline, LLC	Third Amendment- Water Resources Improvement Program	Amended Exhibit B - Price Proposal
CIP/210785	C.W. Roberts Contracting, Inc.	First Amendment-Transportation Rehabilitation Improvement Program ("TRIP") Projects	Amended Exhibit B - Price Proposal

220131

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: CHRISTOPHER W. DUGAS
Mailing Address: 5632 SW 50TH CT
City: OCALA State: FL Zip Code: 34474-5611
Phone Number: 352-425-5196 Alternate Phone Number: _____
Email Address: iamthedugas@gmail.com Fax Number: _____
Ocala Electric Utility Customer Account Number: 562528-100423

2. RGS Facility Information

Facility Location: 5632 SW 50TH CT
Ocala Electric Utility Customer Account Number: 562528-100423
RGS Manufacturer: HANWHA Q CELLS
Manufacturer's Address: 300 NEXUS DRIVE, DALTON, GA, 30721, USA.
Reference or Model Number: Q.PEAK DOU BLK ML-G9
Serial Number: Q.PEAK DOU BLK ML-G9

(Continued on Sheet No.19.1)

3. Facility Rating Information

Gross Power Rating: 8.75 KWH ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: SOLAR

Anticipated In- Service Date: 01-15-22

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: CHRISTOPHER W. DOUGAS Date: 01-26-22
(Print Name)

(Signature)

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 26 day of JANUARY, 2022, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and CHRISTOPHER W. DOGAS, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

Section 7. Miscellaneous Provisions

7.01. Assignment It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

By: Bill Kauffman

Title: ACM / CFO

Date: 02 / 18 / 2022

Florida Municipal Power Agency

By: _____

Title: Bus Dev & Sys Ops Director

Date: 02 / 18 / 2022

Customer

By: CHRISTOPHER W DUGAS Date: 01-26-2022

(Print Name)

(Signature)

Customer's City of Ocala Electric Utility Account Number: 56 25 28 - 100 423

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
Assistant City Attorney

(Continued on Sheet No. 20.6)

Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 26 day of JANUARY, 20 22, by and between CHRISTOPHER W. DUGAS, (hereinafter called "**Customer**"), located at 5632 SW 50TH CT in OCALA, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 5632 SW 50TH CT, OCALA, FL, 34474-5611.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*.
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 21.2)

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 21.4)

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: Bill Kauffman

Title: ACM / CFO

Date: 02 / 18 / 2022

Customer:

By: CHRISTOPHER W. DUGAS
(Print Name)

(Signature)

Date: 01-26-2022

City of Ocala Electric Utility Account Number:

562528-100423

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
Assistant City Attorney

AMERICAN STRATEGIC INSURANCE CORP

1 ASI Way
St. Petersburg, FL 33702

PROGRESSIVE HOME

Homeowners Declaration Page

Total Policy Premium:	**$725**
Policy Number:	**FLA396120**

Named Insured:
CHRISTOPHER WILLIAM DUGAS AND TRACY MARIE DUGAS
5632 SW 50TH CT
OCALA, FL 34474

Agent:
D.R. Horton Insurance
8407 Fallbrook Ave #200
West Hills, CA 91304

Agent Code: 417450
For Policy Service, Call: (800)207-6187

Effective Date of This Transaction: 3/29/2022

Activity of This Transaction: Renewal

Policy Period: From: 03/29/2022 To: 03/29/2023
(At 12:01 AM Standard Time at the residence premises)

Residence Premises:
5632 SW 50TH CT
OCALA, FL 34474-5611

Plan Type: NH3

Coverage at the residence premises is provided only where a limit of liability is shown or a premium is stated.

Coverages and Limits of Liability		Limit	Premium
SECTION I:	A. Dwelling Coverage	$340,000	2967.10
	B. Other Structures	$6,800	Included
	C. Personal Property	$170,000	Included
	D. Loss of Use	$34,000	Included
SECTION II:	E. Personal Liability - Each Occurrence	$300,000	15.00
	F. Medical Payments to Others - Each Person	$1,000	Included

OTHER COVERAGES AND ENDORSEMENTS:
(Printed on the following page)

Special Messages:

Deductibles:

HURRICANE:	2% - $6800
ALL OTHER COVERED PERILS:	$1000

Mortgagee:

1st Mortgagee
PENNYMAC LOAN SERVICES LLC
ISAOA/ATIMA
PO BOX 6618
SPRINGFIELD, OH 45501-6618
Loan #190052794 Escrow: Yes

2nd Mortgagee

Countersigned by Authorized Representative St. Petersburg, FL Date: 01/27/2022

Named Insured(s): CHRISTOPHER WILLIAM DUGAS AND TRACY MARIE DUC **Policy Number:** FLA396120

Other Coverages and Endorsements:	Form Number	Limit	Premium
Homeowners Policy Outline	ASI HO 09 OTL 01 10		
Homeowners 3 - Special Form	HO 00 03 04 91		
Special Provisions for Florida	ASI HO 09 SP 12 13		
Home Day Care Explanation	HO 04 96 04 91		
Catastrophic Ground Cover Collapse Coverage - Florida	ASI HO 09 CG 08 12		
Hurricane Deductible Endorsement	ASI HO 09 HD 05 05		
Assignment Agreement Endorsement - Florida	ASI HO FL AAE 07 21		
Ordinance or Law Coverage Notification Form - Florida	ASI HO FL OLR 08 16		
BCEG			-41.82
Secured Community			-64.73
Burglar Protection	ASI HO 09 PA 06 07		-18.34
E-Policy (Paperless)			-3.48
Windstorm Loss Reduction			-654.27
NHR Deductible		1000	-33.15
HUR Deductible		6800	-45.19
Animal Liability	ASI HO FL AL 12 18	50000	25.00
Increased Repl Cost on Dwelling	ASI HO FL IRC 08 16	68000	48.57
Replacement Cost on Contents	HO 23 86 01 06		145.72
Water Backup Coverage	ASI HO FL WBU 01 18	5000	25.00
Limited Fungi,Mold,Wet/Dry Rot	ASI HO FL LF 01 18	$10,000	Included
PC / Construction Factor			-715.54
Age of Dwelling			-863.65
Roof Material			-74.96
Number of Stories			-18.04
Fees and Assessments:			
Managing General Agent Fee			25.00
Emergency Management Preparedness Assistance Fee			2.00
Florida Insurance Guaranty Association Fee			5.04

Scheduled Items:

Description	Value	Premium

The Hurricane Coverage portion of your Total Premium is: $240

The Non-Hurricane Coverage portion of your Total Premium is: $485

Additional Insured:

Additional Interest:

Interest:

Interest:

Rating Information:

Construction Type: Masonry

Type of Residence: Single Family

Year Built: 2019

Total Square Feet: 2,558

ASI Territory: 522B

County: MARION

Notes:

The ASI Group is an affiliate of The Progressive Corporation

AMERICAN STRATEGIC INSURANCE CORP
1 ASI Way
St. Petersburg, FL 33702

PROGRESSIVE HOME

Homeowners Declaration Page

Named Insured: CHRISTOPHER WILLIAM DUGAS AND TRACY MARIE DUG **Policy Number:** FLA396120

IMPORTANT NOTICES

LAW AND ORDINANCE: LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. PLEASE DISCUSS WITH YOUR INSURANCE AGENT.

FLOOD INSURANCE: YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE. YOUR HOMEOWNER'S INSURANCE POLICY DOES NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOOD EVEN IF HURRICANE WINDS AND RAIN CAUSED THE FLOOD TO OCCUR. WITHOUT FLOOD INSURANCE COVERAGE, YOU MAY HAVE UNCOVERED LOSSES CAUSED BY FLOOD. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE WITH YOUR INSURANCE AGENT.

YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVER COLLAPSE THAT RESULTS IN THE PROPERTY BEING CONDEMNED AND UNINHABITABLE. OTHERWISE, YOUR POLICY DOES NOT PROVIDE COVERAGE FOR SINKHOLE LOSSES. YOU MAY PURCHASE ADDITIONAL COVERAGE FOR SINKHOLE LOSSES FOR AN ADDITIONAL PREMIUM.

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

1207

NOTE:
1. SUBJECT PV SYSTEMS HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE NEC 2017, NFPA 70 AND THOSE SET FORTH BY THE FLORIDA SOLAR ENERGY CENTER CERTIFICATION, INCLUDING MAXIMUM NUMBER OF MODULE STRINGS, MAXIMUM NUMBER OF MODULES PER STRING, MAXIMUM OUTPUT, MODULE MANUFACTURER AND MODEL NUMBER, INVERTER MANUFACTURER AND MODEL NUMBER, AS APPLICABLE.
2. PROVIDE TAP BOX IN COMPLIANCE WITH 312.8 IF PANEL GUTTER SPACE IS INADEQUATE

SOLCIUM SOLAR LLC
312 W 1ST STREET, SUITE 505
SANFORD, FL 32771, USA
EC: 13010776
CONTACT: (662) 765-2486

Signature with Seal

SOLAR ARRAY (10.26 KW-DC STC)
MICROINVERTERS(7.83 KW - AC RATING OF SYSTEM)
(27) Q PEAK DUO BLK ML-G9 380 (380W) HANWHA Q CELLS
(27) ENPHASE IQ7PLUS-72-2-US (290 VA)
MICROINVERTERS
(3) BRANCHES OF 09 MODULES

Q CABLES

ENPHASE IQ7PLUS-72-2-US MICROINVERTERS

PV MODULES

(N)JUNCTION BOX
600 V, NEMA 3R
UL LISTED

(N) 125A ENPHASE IQ COMBINER 3
(X-IQ-AM1-240-3) [WITH UPTO (4) 2-POLE BREAKERS AND ENVOY COMMUNICATION GATEWAY]

(3) 10/2 ROMEX RUN IN ATTIC OR
(3) #10 AWG THWN-2 - RED
(3) #10 AWG THWN-2 - BLACK
(1) #10 AWG THWN-2 GND
IN 1" IMC, RMC, FMC, LFMC, PVC, HDPE, NUCC, RTRC, LFNC, FMT, ENT OR EMT CONDUIT RUN

15A

20A/2P
20A/2P
20A/2P

(N) AC DISCONNECT
240V, 60AMP, FUSED
WITH 50A FUSES
NEMA 3R, UL LISTED

(3) #8 AWG THWN-2
(1) #10 AWG THWN-2 GND
IN 1" IMC, RMC, FMC, LFMC, PVC, HDPE, NUCC, RTRC, LFNC, FMT, ENT OR EMT CONDUIT RUN

LINE TAP USING INSULATION PIERCING 705.12(A)

TO UTILITY GRID

BI-DIRECTIONAL
UTILITY METER
1-PHASE, 240V
(OUTSIDE HOUSE)

(E) MAIN SERVICE PANEL,
200A RATED, 240V.
(INSIDE HOUSE)

(E) MAIN BREAKER
200A/2P, 240V

200A/2P

EXISTING GROUNDING

SCOTT E. WYSSLING
LICENSE
No. 81554
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Wyssling Consulting, PLLC
76 N Meadowbrook Drive Alpine UT 84004
Florida License # RY34912

Signed 11/30/2021

DISPLAYED HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SCOTT WYSSLING. PRINTING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Christopher W Dugas

5632 SW 50TH CT,
OCALA, FL 34474

REVISIONS
REV #/NOS | DESCRIPTION | DATE

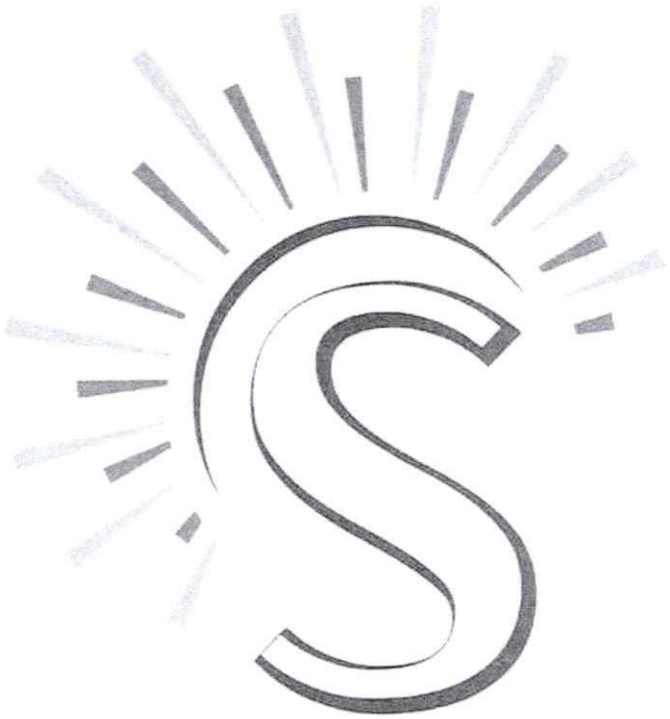
PERMIT DEVELOPER

DATE 11/18/2021
DESIGNER OBP
REVIEWER

SHEET NAME
ELECTRICAL
LINE DIAGRAM

SHEET NUMBER
E-01

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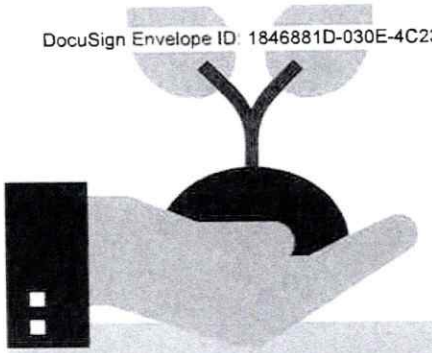


Chris Dugas

YOUR FUTURE IS LOOKING BRIGHT

OVERVIEW AND AGREEMENT FOR YOUR SOLAR SYSTEM BY SOLCIUM SOLAR

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SOLCIUM PLEDGE

- ✔ We warranty all of our roofing work.
- ✔ We warranty the entire system.
- ✔ We fix or pay for any damage inadvertently caused to your property.
- ✔ We provide 24/7 web-enabled monitoring at no additional cost.
- ✔ The pricing in this Agreement is valid for 30 days.

SYSTEM OVERVIEW

Shawn Hennen
Consultant Tel: 228.365.4064
shawn@solcium.com

CLIENT INFORMATION

Name: Chris Dugas

Address: 5632 SW 50th Ct, Ocala, FL 34474

Contact: 3524255196

SOLCIUM HOME SOLAR SYSTEM SPECIFICS

1030 0	**30** **Years**
System Size	System Warranty

SOLCIUM SOLAR FINANCIAL SPECIFICS

37520	0	15474 kWh
Contract Price	Amount Down	Est. Production (1 year)

SOLCIUM SOLAR

RESIDENTIAL SOLAR AGREEMENT

This Residential Solar Agreement ("Agreement") between "_Chris Dugas_("Owner" or "you"), and ("Solcium" or "Contractor") regarding the property located at 5632 SW 50th Ct, Ocala, FL 34474 ("Property") is entered into as of 11/15/2021 (the "Effective Date"). The parties agree as follows:

TERMS AND CONDITIONS

1) **DESCRIPTION OF THE PROJECT.** Contractor will provide Owner with a fully operational Solar System (the "System" or "Solar System") with the Solar System specifications set forth in Section 3 of this Agreement herein. Contractor will procure, install, commission, and test the Solar System for and on Owner's property located at 5632 SW 50th Ct, Ocala, FL 34474 ("Property" or "Home") in accordance with standard industry practices and make any necessary arrangements for interconnection of the Solar System with the electrical utility servicing the property (" Project") .

2) **TIME FOR PERFORMANCE**. Contractor shall use reasonable efforts to commence the Installation within a reasonable amount of time after the Effective Date, but not later than twelve (12) months from the date of this Agreement. Time is of the essence. The Installation will be scheduled at a mutually convenient date and time, and will commence as soon as practical once the following conditions have been satisfied: (A) We have confirmed, in our sole discretion: (i) your ability to pay for the Installation either personally or through third-party financing, (ii) the suitability of the Property for the construction, installation and operation of the Solar System; and (B) our receipt of all zoning, land use, and building permits as well as any consents of any third-party, including any mortgagor or lessor, or the electrical utility, as applicable, necessary for the Installation and subsequent operation of the Solar System.

3) **SPECIFICATIONS AND PERMITS,** The project will be constructed according to the specifications outlined in this Section below, which have been examined by Owner and are incorporated into this Contract. Unless otherwise specifically provided in the specifications, Contractor will obtain and pay for all required building permits and Owner will pay assessments and charges required by public bodies and utilities for financing, or re-paying the cost of sewers, storm drains, water service, upgrading of transformers or other required public body or utility upgrades, and other utilities including charges for sewer and storm drain reimbursement, revolving funds, hookup, and other similar charges. Unless otherwise specified, work does not include any changes or alterations from the drawings or specifications that may be required by any public body, utility, or inspector. Contractor may alter specifications so as to comply with requirements of governmental agencies having jurisdiction over the same. Contractor may, at its sole discretion, alter the number or placement of the solar panels in order to ensure the Solar System complies with the specifications and produces the proper amount of solar energy. The Solar System specifications are:

Property Solar System Specifications

Mounting Location	Roof-Mounted
System Size	10300 kW DC
Contract Price	37520
Est. 1st Yr. Production	15474 kWh

SOLCIUM SOLAR

METHOD OF PAYMENT: FINANCE OR SELF-PAY

4) **PRICE AND PAYMENT FOR FINANCED OFFERS**. The Contract Price for the Project is 37520. The Contract Price is subject to any change orders agreed to by both parties in writing. The pricing in this Agreement is valid for thirty (30) days after the Effective Date, at which time Contractor reserves the right to reject this Agreement unless Owner agrees in writing to a new Contract Price, if applicable.

a. Payment Method

_____ **Third-Party Financing**, Certain rights and obligations of this Contract are subject to the Owner receiving third-party financing for the Contract Price.

A. **Payment Responsibility.** Owner is responsible for payment of the Contract Price to Contractor, even if financing the Solar System through a third-party financing company or lender ("lender"). If Owner is financing the Solar System and the lender does not accept this Agreement on the terms stated in the Agreement or requires additional documentation or verification from Owner, then upon request, Owner shall immediately select either option (A), (B), or (C):

B. Owner shall pay the balance of the Contract Price to Contractor, including all charges and fees, as reflected in the Contract within fifteen (15) days after the date of installation.

C. Owner shall provide Contractor all requested documents, verification, or signatures requested by the Lender, including entering into a new Solcium Residential Solar Agreement with terms and conditions which Owner, Contractor, and Lender are willing to accept; or

D. Owner shall return the Solar System to Contractor through a method approved by Contractor.

5) **PRICE AND PAYMENT FOR SELF-PAY CASH OFFERS**. The Contract Price for the Project is $___. The Contract Price is subject to any change orders agreed to by both parties in writing. The pricing in this Agreement is valid for thirty (30) days after the Effective Date, at which time Contractor reserves the right to reject this Agreement unless Owner agrees in writing to a new Contract Price, if applicable.

a. Payment Method

_x____ **Cash**, If Owner is paying Contractor directly, Owner shall pay to the Contractor the Contract Price according to the following schedule of progress payments:

Type of Payment	Amount	Payment Terms
Down Payment	$500.00	Non-refundable. Due at signing this Agreement, or on Effective Date of Agreement (whichever is earliest).
Initial Payment	50% of remaining Contract Price	Due upon Owner's written approval of CAD design.
Final Payment	50% of remaining Contract Price	Shall be paid as a cashier's check due upon or before the installation of your Solar System.

b. **Payment Responsibility,** Owner is responsible for payment of the Contract Price to Contractor and Owner agrees to the following:
   A. Owner shall pay the balance of the Contract Price to Contractor, including all charges and fees, as reflected in the Contract within fifteen (15) days after the date of installation.

6) **CHANGE ORDERS, AMENDMENTS, AND MODIFICATIONS**, The terms of this Contract represent the agreement between Owner and Contractor. Owner should not rely on any statements or representations made about the fulfillment or operation of the terms of this Contract from any third-party and should direct inquiry or clarification directly to Contractor. Any subsequent amendment, modification, or Contract, which alters this Contract, and which is signed or initialed by Contractor and Owner, shall be deemed a part of this Contract and shall be controlling in case of conflict with any other provision in Contract. If Owner, a lender, or any public body or inspector directs any modification or addition to the work covered by this Contract, the charge for that extra work shall be determined in advance and the cost shall be added to the Contract price. Owner authorizes Contractor to make corrections to the utility and incentive paperwork to conform to this Agreement or any executed amendments to this Agreement.

CHANGE ORDER PROCEDURES

a. In order to effectuate an effective change order agreement Contractor and Owner must enter into a contractual addendum known as a **CHANGE ORDER CONTRACT ADDENDUM**. The addendum shall be in writing, signed by all parties, and shall include the following information: System Size, Annual Kwh Production, Number of Panels, Number of Inverters, and the Total updated contract price. The addendum to the contract shall be effective the date signed by the party to be charged and shall be binding and fully incorporated into the original agreement.

7) **COST OR DELAY DUE TO UNFORESEEN CONDITIONS**. Contractor is not responsible for failures, delays, or expenses related to unanticipated, unusual, or unforeseen conditions at the Property arising out of conditions beyond Contractor's reasonable control. Contractor is not responsible for any delays by third parties such as local authorities, permitting authorities, and/or utility companies. Performance time under this Agreement will be considered extended for a period of time equivalent to the time lost due to such conditions. If Contractor discovers unforeseen conditions requiring additional cost, then Contractor shall present such costs to Owner and get Owner's written approval before beginning or continuing performance. If Owner fails to provide such approval, then Contractor may exercise its termination rights pursuant to Section 15 of this Agreement.

8) **INCENTIVES/TAX BENEFITS**. TAX AND OTHER FEDERAL, STATE, AND LOCAL INCENTIVES VARY AS TO REFUNDABILITY AND ARE SUBJECT TO CHANGE OR TERMINATION BY LEGISLATIVE OR REGULATORY ACTION, WHICH MAY IMPACT SAVINGS ESTIMATES. CONSULT A TAX PROFESSIONAL FOR MORE INFORMATION.

9) **PROPERTY ACCESS**, Owner grants to Contractor and its employees, agents and contractors the right to reasonably access the Property as necessary for the purposes of (a) installing, constructing, operating, repairing, removing and replacing the System or making any additions to the System; (b) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; and (c) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal or repair of the System.

SOLCIUM SOLAR

10) **HAZARDOUS MATERIALS**, Unless otherwise specified in this Contract, the removal, disturbance, or transportation of hazardous materials, including but not limited to asbestos, is the sole responsibility of the Owner under this Contract. The parties agree that, if Contractor encounters hazardous materials in the course of the Project, Contractor shall stop work immediately and notify Owner who may then retain a qualified Contractor to perform the work at Owners cost.

11) **UTILITY AND UTILITY RATES**, Any utility rates and costs provided to Owner are estimates only. Utility rates may go up or down and actual savings, if any may vary. Historical data is not necessarily representative of future results. For further information regarding rates, contact your local utility or state public service commission. THE CONTRACTOR IS NOT AFFILIATED WITH ANY UTILITY COMPANY OR GOVERNMENT AGENCY. No employee, representative, or subcontractor of Contractor is authorized to claim affiliation with a utility company or government agency.

12) **NET METERING**, Legislative or regulatory action may affect or eliminate your ability to sell or get credit for any excess power generated by the system and may affect the price or value of that power.

13) **INSURANCE**, The Owner is responsible for obtaining insurance coverage for any loss or damage to the system. The Owner should consult an insurance professional to understand how to protect and the risk of loss or damage to the system. The Owner should also consult their home insurer about the potential impact of installing a system.

    a. **SolarInsure:** Every solar investment made with Solcium will include a limited warranty contract provided by Solcium and backed by SolarInsure. *See* Exhibit E for more information.

14) **TITLE AND RISK OF LOSS**., Title to the Project shall transfer to you when: (a) we complete installation of the Project, and (b) Solcium receives full payment of the Contract Price. After delivery of the System equipment and materials to your Property, other than damage directly resulting from Solcium's actions, Owner bears risk of loss to the System.

15) **CANCELLATION AND CANCELLATION FEE**, YOU MAY CANCEL THIS AGREEMENT AT NO COST AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN THIS AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM ATTACHED AS EXHIBIT B FOR ANY EXPLANATION OF THIS RIGHT. CONTRACTOR RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT AT ANYTIME FOR ANY REASON.

16) **REMEDIES UPON OWNER'S BREACH**, Without limiting any of Contractor's other rights and remedies, upon any breach by Owner, which includes any failure of Owner to pay Contractor any amount due, or if Owner cancels this Agreement after Contractor commences construction (i.e., any work for the System), Contractor shall have the right to: (i) pursue a stop work order at the Property; (ii) prevent any more work from being done at the Property until the breach is cured and a bond is posted by the Customer for any amounts payable under this Agreement; (iii) recover all amounts due: under this Agreement for services provided through the date of termination including interest (prime+ 2% or such amount as allowed by law); (iv) remove any Project materials or equipment from the Property; and (v) any other legal remedies including but not limited to mechanics liens or similar remedies. If Owner is financing the System, Owner specifically agrees that Contractor may disable the

System upon request from Owner's financier if Owner is in default under Owner's agreement with the financier.

17) **DISPUTES AND AGREEMENT TO ARBITRATE.** If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The place of arbitration shall be Seminole County. The arbitration shall be governed by the laws of the State of Florida. In making determinations regarding the scope of exchange of electronic information, the arbitrator(s) and the parties agree to be guided by The Sedona Principles, Third Edition: Best Practices, Recommendations & Principles for Addressing Electronic Document Production. Leave the arbitration clause silent regarding in what manner hearings will be conducted, meaning hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrators, all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above. **NOTICE: BY SIGNING THIS AGREEMENT OWNER IS AGREEING TO HAVE ANY DISPUTE ARISING OUT OF OR RELATED TO THE AGREEMENT DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY FLORIDA LAW AND OWNER IS GIVING UP ANY RIGHTS OWNER MIGHT POSSESS TO HAVE TIIE DISPUTE LITIGATED IN A COURT AND DECIDED BY A JURY. BY SIGNING THIS AGREEMENT BUYER IS FURTHER GIVING UP BUYER RIGHTS TO DISCOVERY AND APPEAL APPLICABLE TO COURT PROCEEDINGS. IF OWNER REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, OWNER MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF APPLICABLE LAW. OWNER AGREES THAT OWNER'S AGREEMENT TO THIS SECTION 16(a) IS VOLUNTARY. OWNER HAS READ AND UNDERSTANDS THE FOREGOING AND AGREES TO SUBMIT DISPUTES ARISING OUT OF OR RELATED TO THE AGREEMENT TO NEUTRAL ARBITRATION.**

I acknowledge I have read and agree to this Section 16. Owner's Initials: DS CD

SOLCIUM SOLAR

18) **LIMITED WARRANTY**. YOU UNDERSTAND THAT OUR WORK IS WARRANTIED UNDER THE TERMS OF **EXHIBIT A**, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE PROJECT OR ITS INSTALLATION. UPON RECEIPT OF PAYMENT IN FULL OF THE CONTRACT PRICE, ALL WARRANTIES THAT ARE PROVIDED BY MANUFACTURERS OF EQUIPMENT USED IN THE PROJECT ("MANUFACTURER'S WARRANTIES") WILL BE TRANSFERRED DIRECTLY TO YOU. YOU UNDERSTAND THAT SOLCIUM HAS NO RESPONSIBILITY WITH RESPECT TO SUCH WARRANTIES OTHER THAN TO TRANSFER THEM TO YOU.

19) **LIMITED AUTHORITY OF INDEPENDENT CONTRACTORS**, No employee, representative, or subcontractor of Solcium Solar is authorized to make any promise to Owner that is not contained in written document(s) provided to owner that have been executed by the contractor concerning costs savings, tax benefits, or government or utility incentives. You should not rely upon any promise or estimate that is not included in written document(s) provided to Owner that have been executed by the Contractor.

20) **INDEMNIFICATION.** Both parties shall indemnify, defend and hold harmless the other and its employees, officers, directors, agents and assigns from any and all third-party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, demands and liens of any kind arising out of or relating to its failure to perform its obligations under this Agreement. Neither party shall be required to indemnify the other for its own negligence, willful misconduct or fraud.

21) **INTEGRATION CLAUSE**, This document and all documents incorporated by reference constitute the parties' entire Contract. No other Contracts, oral or written, regarding the work to be performed under this Contract exist between the parties. This Contract shall be construed in accordance with, and governed by, the laws of the State of Florida.

22) **LIMITATION OF LIABILITY**.

- **a.** *No Consequential Damages.* EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. FOR PURPOSES OF THIS SECTION 21, YOU AGREE THAT ANY REMEDIES SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT CONSTITUTE DIRECT, ACTUAL DAMAGES.
- **b.** *Actual Damages.* Neither party's liability to the other will exceed $500,000.00 including without limitation, damages to your Home or Property during the performance of the Project or resulting from the Project.

23) **PRIVACY/PUBLICITY.** Owner grants Contractor the right to publicly use, display, share, and advertise the photographic images, Project details, price and any other non-personally identifying information of Owner's Project. You may opt-out of these publicity rights by giving us written notice and mailing it to: Solcium Solar, Attention: Publicity Opt Out, 312 W 1st Street, Suite 505, Sanford, FL 32771

SOLCIUM SOLAR

Solcium Solar shall not share your personally identifiable information or any data associating you with the Project location without your consent. If you are financing your System, you consent to (1) Solcium providing your financier with this Agreement, the interconnection agreement and other documents from your utility, copies of permits, System energy production data and any other data or documents related to your System requested by your financier, and (2) your financier providing Solcium with your loan status and payment history associated with your financing of the System.

24) LIST OF DOCUMENTS TO BE INCORPORATED INTO THIS AGREEMENT

Exhibit A:	Notice of Cancellation
Exhibit B:	State Specifics Provision
Exhibit C:	Endorsement Document
Exhibit D:	30 Year Extended Warranty Overview

25) SEVERABILITY. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

26) HEADINGS. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

27) COMMUNICATIONS. Owner agrees that Solcium can contact Owner for telemarketing and informational purposes via call or text using automated technology and/or pre-recorded messages using the phone number(s) Owner provided that are listed on the first page of this contract. Owner understands that consent is not a condition of purchase. Owner may opt-out of this authorization at any time by calling Contractor at: (662) SOLCIUM or sending written notice and mailing it to: Solcium Solar, Attention: Phone Authorization Opt-Out, 312 W. 1st Street, Suite 505, Sanford, FL 32771.

Owner acknowledges that Owner has read this Agreement, including the Agreement to Arbitrate, and the Exhibits in their entirety and acknowledges that Owner has received a complete copy of this Agreement.

OWNER ACCEPTANCE

Chris Dugas	
Owner Name (Print)	Owner Name (Print)
DocuSigned by: Chris Dugas E6D09CE8EC664D5...	
Owner Signature	Owner Signature
11/15/2021	
Date	Date

CONTRACTOR ACCEPTANCE

DocuSigned by: 698823A674F549F...	
Solcium Solar, LLC	11/15/2021
	Date

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SOLCIUM SOLAR

EXHIBIT A

NOTICE OF CANCELLATION – THREE DAY RIGHT OF RESCISSION

YOU, THE CONSUMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

DATE: _____ (Enter date of transaction)

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3} CALENDAR DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRACED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 CALENDAR DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, OF YOU WISH COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

W YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE: GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO:
inter

Solcium Solar
Attention: CANCELLATION
312 W. 1st Street, Suite 505,
Sanford, FL 32771

I HEREBY CANCEL THIS TRANSACTION

_____ _____
Owner Signature Date

_____
Owner Printed Name

SOLCIUM SOLAR

EXHIBIT B

FLORIDA STATE SPECIFIC PROVISIONS

FLORIDA BUYERS THREE-DAY RIGHT OF RESCISSION

This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller either, In person or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any cash down payment.

FLORIDA NOTICE TO OWNER

a. Do not sign this home improvement contract if blank.
b. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.
c. This home improvement contract may contain a mortgage or otherwise create a lien on your property that could be foreclosed on if you do not pay. Be sure you understand all provisions of the contract before you sign.

The home improvement contract shall state whether workers' compensation and public liability insurance are carried by the home improvement finance seller and if they are applicable to the work to be performed under the contract or if the home improvement finance seller is qualified as a self-insurer.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

DIVISION OF PROFESSIONS
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399-0783
Phone: 850-487-1395

FLORIDA MECHANICS LIEN WARNING ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT

AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL.

SOLCIUM
SOLAR

IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOU WILL PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS R COMMENDED THAT YOU CONSULT AN ATTORNEY.

DocuSigned by:
Chris Dugas
E8D09CE6EC864D5...
Owner Signature

11/15/2021
Date

Owner Signature

Date

DocuSigned by:
Contractor Signature

11/15/2021
Date

SOLCIUM SOLAR

EXHIBIT C

Endorsement Document

By signing below, I authorize Solcium Solar to use my digital signature on any pertinent city and utility forms and clearance application forms as well as utility rebate and net metering application forms necessary to complete my solar project. I also hereby grant permission to Solcium Solar to use the same electronic signature for any Homeowners Association ("HOA") Architectural Review Board application ("ARB") as needed to complete my solar project.

HOA's generally do not work directly with the contractor for approval. It is expected that you as the homeowner will contact your HOA directly to obtain any necessary approvals, if applicable. Solcium Solar will provide plans and equipment specifications for the project to you upon request.

Solcium Solar will provide a copy of any and all applications with the digital signature on it. Solcium Solar will not use this for any other applications other than listed above.

DocuSigned by:
Chris Dugas
F8D0CE8EC864D5...
Owner Signature

Chris Dugas
Owner Printed Name

11/15/2021
Date

Owner Signature

Owner Printed Name

Date

SOLCIUM

EXHIBIT D

solarINSURE
Insuring the Alternative Energy Industry

30 Year Extended Warranty
Overview

Solcium Solar by and through SolarInsure are excited to bring all of our partners a 30-year extended warranty when you choose Solcium for all of your solar needs. The below guidelines are for informational purposes only and all specifics of the SolarInsure Warranty can be found in the SolarInsure contract which is included in your purchase when you make your solar investment with Solcium.

Warranty Guidelines:

- Unit must be registered and proof of purchase available (Solcium will assist in facilitation of registration).
- SolarInsure will, subject to the terms of the warranty, repair or replace the Component(s) if it proves to be defective in material or workmanship for a period of 30 years from the warranty start date under normal application, installation, use and service conditions, subject to the warranty contract.
- Warranty is transferable between ownership of the original installation site only.
- SolarInsure may choose to repair, replace, or refund a piece of equipment in its sole discretion.
- Damage to any covered components or consequential damages caused by the use of a non-OEM (original equipment manufacturer) part will not be covered by this limited warranty
- The Warranty covers both parts and labor necessary to repair the defective solar product(s), including labor costs related to uninstalling and reinstalling the repaired product.
- Roof Penetration Warranty- SolarInsure provides a roof penetration warranty of thirty (30) years (the "Roof Penetration Warranty Period"), counted from the date the system is installed.

DocuSigned by:
Chris Dugas
E6D0CEE6EC664D5...
Owner Signature

11/15/2021
Date

Owner Signature

Date

powered by Q.ANTUM DUO Z



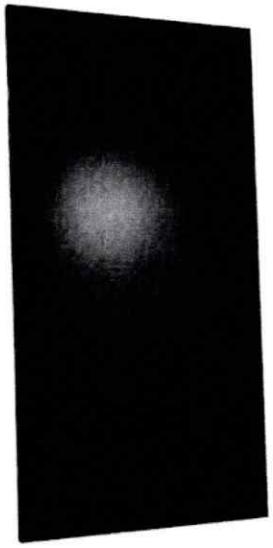
Q.PEAK DUO BLK ML-G9
365-385

ENDURING HIGH PERFORMANCE

EUPD RESEARCH TOP BRAND PV MODULES EUROPE 2020

ntv GERMANY'S MOST POPULAR PROVIDER Life & Living Award 2020 1st Place Solar Technology

Q CELLS Yield Security



BREAKING THE 20 % EFFICIENCY BARRIER
Q.ANTUM DUO Z Technology with zero gap cell layout boosts module efficiency up to 20.6 %.

INNOVATIVE ALL-WEATHER TECHNOLOGY
Optimal yields, whatever the weather with excellent low-light and temperature behaviour.

ENDURING HIGH PERFORMANCE
Long-term yield security with Anti LID Technology, Anti PID Technology[1], Hot-Spot Protect and Traceable Quality Tra.Q™.

EXTREME WEATHER RATING
High-tech aluminium alloy frame, certified for high snow (6000 Pa) and wind loads (4000 Pa).

A RELIABLE INVESTMENT
Inclusive 12-year product warranty and 25-year linear performance warranty[2].

STATE OF THE ART MODULE TECHNOLOGY
Q.ANTUM DUO combines cutting edge cell separation and innovative wiring with Q.ANTUM Technology.

[1] APT test conditions according to IEC/TS 62804-1:2015, method B (–1500 V, 168 h)
[2] See data sheet on rear for further information.

THE IDEAL SOLUTION FOR:

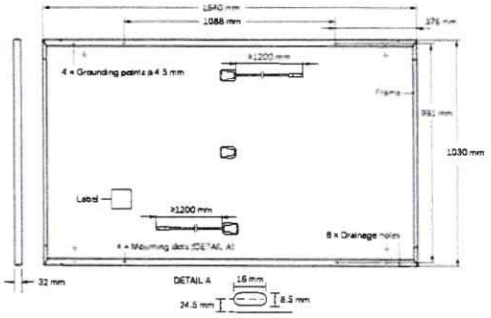
Rooftop arrays on residential buildings

Engineered in Germany

Q CELLS

MECHANICAL SPECIFICATION

Format	1840 mm × 1030 mm × 32 mm (including frame)
Weight	19.5 kg
Front Cover	2.8 mm thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Black anodised aluminium
Cell	6 × 22 monocrystalline Q.ANTUM solar half cells
Junction box	53-101 mm × 32-60 mm × 15-18 mm Protection class IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥1200 mm, (−) ≥1200 mm
Connector	Stäubli MC4, Hanwha Q CELLS HQC4; IP68

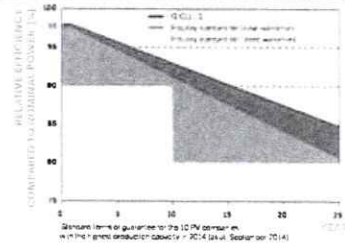


ELECTRICAL CHARACTERISTICS

POWER CLASS				365	370	375	380	385
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC¹ (POWER TOLERANCE +5 W / −0 W)								
Minimum	Power at MPP	P_{MPP}	[W]	365	370	375	380	385
	Short Circuit Current²	I_{SC}	[A]	10.40	10.44	10.47	10.50	10.53
	Open Circuit Voltage²	V_{OC}	[V]	44.93	44.97	45.01	45.04	45.08
	Current at MPP	I_{MPP}	[A]	9.87	9.92	9.98	10.04	10.10
	Voltage at MPP	V_{MPP}	[V]	36.99	37.28	37.57	37.85	38.13
	Efficiency³	η	[%]	≥19.3	≥19.5	≥19.8	≥20.1	≥20.3
MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT¹								
Minimum	Power at MPP	P_{MPP}	[W]	273.3	277.1	280.8	284.6	288.3
	Short Circuit Current²	I_{SC}	[A]	8.38	8.41	8.43	8.46	8.48
	Open Circuit Voltage²	V_{OC}	[V]	42.37	42.41	42.44	42.48	42.51
	Current at MPP	I_{MPP}	[A]	7.76	7.81	7.86	7.91	7.96
	Voltage at MPP	V_{MPP}	[V]	35.23	35.48	35.72	35.96	36.20

¹Measurement tolerances P_{MPP} ±3%; I_{SC}; V_{OC} ±5% at STC: 1000 W/m², 25±2 °C, AM 1.5 according to IEC 60904-3 • ²800 W/m², NMOT, spectrum AM 1.5

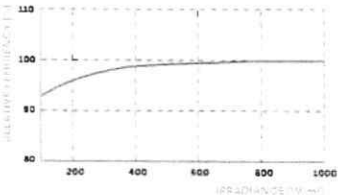
Q CELLS PERFORMANCE WARRANTY



At least 98% of nominal power during first year. Thereafter max. 0.54% degradation per year. At least 93.1% of nominal power up to 10 years. At least 85% of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Q CELLS sales organisation of your respective country.

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²)

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	−0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	−0.35	Nominal Module Operating Temperature	NMOT	[°C]	43±3

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage	V_{SYS}	[V]	1000	PV module classification	Class II
Maximum Reverse Current		[A]	20	Fire Rating based on ANSI / UL 61730	C / TYPE 2
Max. Design Load, Push / Pull		[Pa]	4000 / 2660	Permitted Module Temperature on Continuous Duty	−40 °C - +85 °C
Max. Test Load, Push / Pull		[Pa]	6000 / 4000		

QUALIFICATIONS AND CERTIFICATES

IEC 61215:2016;
IEC 61730:2016
This data sheet complies with DIN EN 50380.

PACKAGING INFORMATION

Horizontal packaging	1890 mm	1080 mm	1208 mm	661 kg	28 pallets	24 pallets	32 modules

Note: Installation instructions must be followed. See the installation and operating manual or contact our technical service department for further information on approved installation and use of this product.

Hanwha Q CELLS GmbH
Sonnenallee 17-21, 06766 Bitterfeld-Wolfen, Germany | TEL +49 (0)3494 66 99-23444 | FAX +49 (0)3494 66 99-23000 | EMAIL sales@q-cells.com | WEB www.q-cells.com

Specifications subject to technical changes © Q CELLS Q.PEAK DUO BLK ML-G9_385-385_2020_07_Rev02_EN

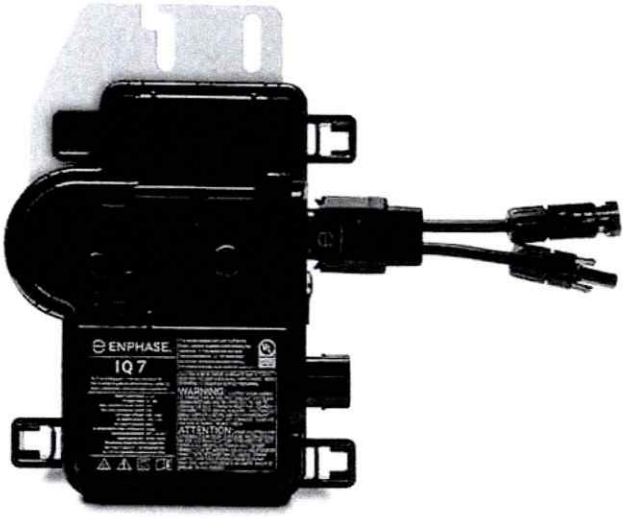
Engineered in Germany

Enphase IQ 7 and IQ 7+ Microinverters

The high-powered smart grid-ready Enphase IQ 7 Micro™ and Enphase IQ 7+ Micro™ dramatically simplify the installation process while achieving the highest system efficiency.

Part of the Enphase IQ System, the IQ 7 and IQ 7+ Microinverters integrate with the Enphase IQ Envoy™, Enphase IQ Battery™, and the Enphase Enlighten™ monitoring and analysis software.

IQ Series Microinverters extend the reliability standards set forth by previous generations and undergo over a million hours of power-on testing, enabling Enphase to provide an industry-leading warranty of up to 25 years.



Easy to Install

- Lightweight and simple
- Faster installation with improved, lighter two-wire cabling
- Built-in rapid shutdown compliant (NEC 2014 & 2017)

Productive and Reliable

- Optimized for high powered 60-cell/120 half-cell and 72-cell/144 half-cell* modules
- More than a million hours of testing
- Class II double-insulated enclosure
- UL listed

Smart Grid Ready

- Complies with advanced grid support, voltage and frequency ride-through requirements
- Remotely updates to respond to changing grid requirements
- Configurable for varying grid profiles
- Meets CA Rule 21 (UL 1741-SA)

* The IQ 7+ Micro is required to support 72-cell/144 half-cell modules

UL CERTIFIED

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE

Enphase IQ 7 and IQ 7+ Microinverters

INPUT DATA (DC)	IQ7-60-2-US	IQ7PLUS-72-2-US
Commonly used module pairings[1]	235 W - 350 W +	235 W - 440 W +
Module compatibility	60-cell/120 half-cell PV modules only	60-cell/120 half-cell and 72-cell/144 half-cell PV modules
Maximum input DC voltage	48 V	60 V
Peak power tracking voltage	27 V - 37 V	27 V - 45 V
Operating range	16 V - 48 V	16 V - 60 V
Min/Max start voltage	22 V / 48 V	22 V / 60 V
Max DC short circuit current (module Isc)	15 A	15 A
Overvoltage class DC port	II	II
DC port backfeed current	0 A	0 A
PV array configuration	1 x 1 ungrounded array; No additional DC side protection required; AC side protection requires max 20A per branch circuit	

OUTPUT DATA (AC)	IQ 7 Microinverter		IQ 7+ Microinverter	
Peak output power	250 VA		295 VA	
Maximum continuous output power	240 VA		290 VA	
Nominal (L-L) voltage/range[2]	240 V / 211-264 V	208 V / 183-229 V	240 V / 211-264 V	208 V / 183-229 V
Maximum continuous output current	1.0 A (240 V)	1.15 A (208 V)	1.21 A (240 V)	1.39 A (208 V)
Nominal frequency	60 Hz		60 Hz	
Extended frequency range	47 - 68 Hz		47 - 68 Hz	
AC short circuit fault current over 3 cycles	5.8 Arms		5.8 Arms	
Maximum units per 20 A (L-L) branch circuit[3]	16 (240 VAC)	13 (208 VAC)	13 (240 VAC)	11 (208 VAC)
Overvoltage class AC port	III		III	
AC port backfeed current	18 mA		18 mA	
Power factor setting	1.0		1.0	
Power factor (adjustable)	0.85 leading .. 0.85 lagging		0.85 leading .. 0.85 lagging	

EFFICIENCY	@240 V	@208 V	@240 V	@208 V
Peak efficiency	97.6 %	97.6 %	97.5 %	97.3 %
CEC weighted efficiency	97.0 %	97.0 %	97.0 %	97.0 %

MECHANICAL DATA	
Ambient temperature range	-40°C to +65°C
Relative humidity range	4% to 100% (condensing)
Connector type	MC4 (or Amphenol H4 UTX with additional Q-DCC-5 adapter)
Dimensions (HxWxD)	212 mm x 175 mm x 30.2 mm (without bracket)
Weight	1.08 kg (2.38 lbs)
Cooling	Natural convection - No fans
Approved for wet locations	Yes
Pollution degree	PD3
Enclosure	Class II double-insulated, corrosion resistant polymeric enclosure
Environmental category / UV exposure rating	NEMA Type 6 / outdoor

FEATURES	
Communication	Power Line Communication (PLC)
Monitoring	Enlighten Manager and MyEnlighten monitoring options. Both options require installation of an Enphase IQ Envoy.
Disconnecting means	The AC and DC connectors have been evaluated and approved by UL for use as the load-break disconnect required by NEC 690.
Compliance	CA Rule 21 (UL 1741-SA) UL 62109-1, UL1741/IEEE1547, FCC Part 15 Class B, ICES-0003 Class B, CAN/CSA-C22.2 NO. 107.1-01 This product is UL Listed as PV Rapid Shut Down Equipment and conforms with NEC 2014, NEC 2017, and NEC 2020 section 690.12 and C22.1-2015 Rule 64-218 Rapid Shutdown of PV Systems, for AC and DC conductors, when installed according manufacturer's instructions.

1. No enforced DC/AC ratio. See the compatibility calculator at https://enphase.com/en-us/support/module-compatibility
2. Nominal voltage range can be extended beyond nominal if required by the utility.
3. Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

To learn more about Enphase offerings, visit **enphase.com**

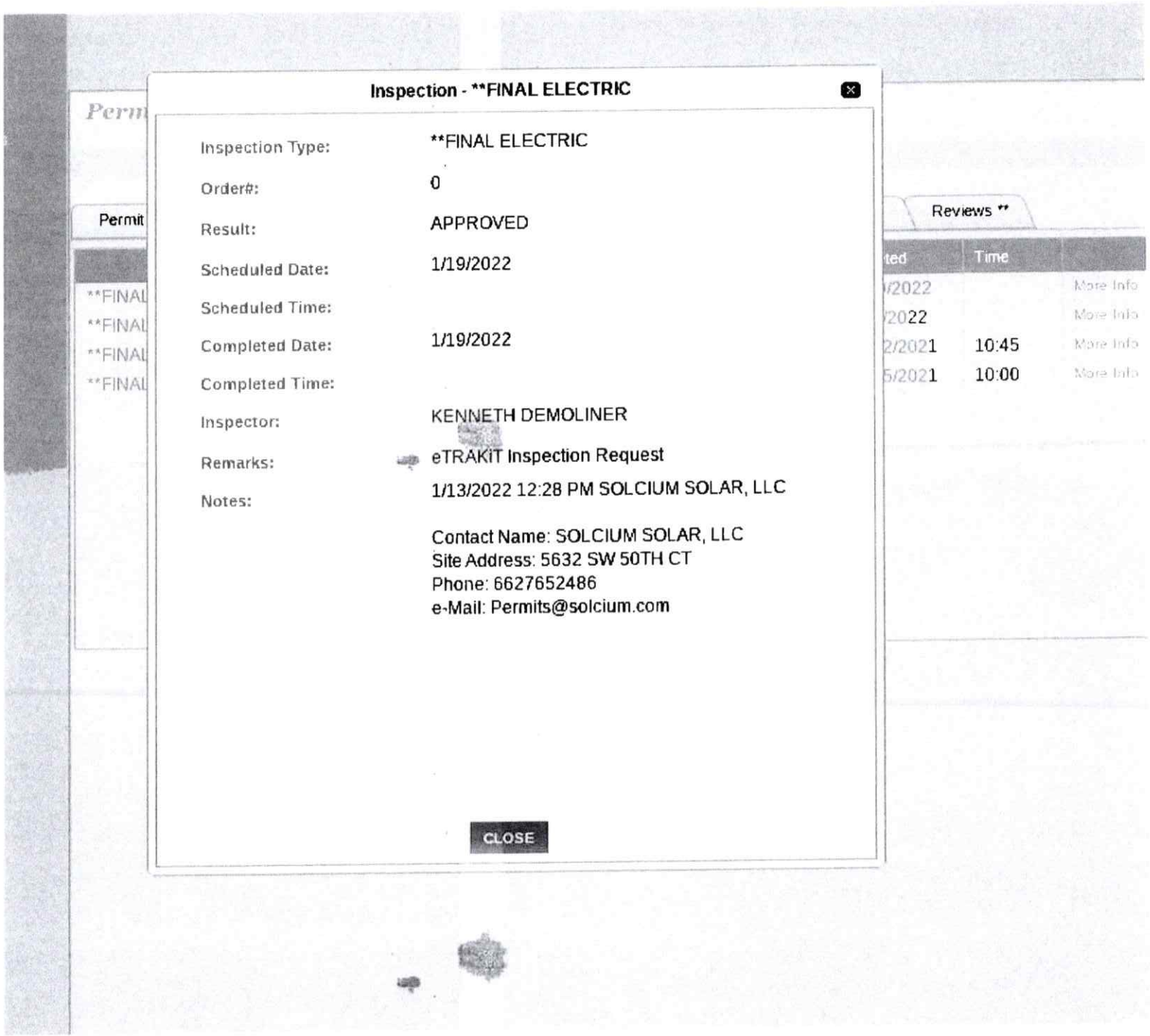
ENPHASE

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Permit #ELE21-1218

Permit Info | Site Info | Contacts ** | Fees $0.00 | Inspections(4) | Chronology ** | Reviews **

Type	Result	Scheduled Date	Time	Completed	Time	
**FINAL ELECTRIC	APPROVED	1/19/2022		1/19/2022		More Info
**FINAL ELECTRIC	RED TAGGED	1/7/2022		1/7/2022		More Info
**FINAL ELECTRIC	PARTIAL APPR...	12/22/2021	10:00	12/22/2021	10:45	More Info
**FINAL ELECTRIC	RED TAGGED	12/15/2021	09:45	12/15/2021	10:00	More Info


Inspection - **FINAL ELECTRIC
Inspection Type: **FINAL ELECTRIC
Order#: 0
Result: APPROVED
Scheduled Date: 1/19/2022
Scheduled Time:
Completed Date: 1/19/2022
Completed Time:
Inspector: KENNETH DEMOLINER
Remarks: eTRAKiT Inspection Request
Notes: 1/13/2022 12:28 PM SOLCIUM SOLAR, LLC
Contact Name: SOLCIUM SOLAR, LLC
Site Address: 5632 SW 50TH CT
Phone: 6627652486
e-Mail: Permits@solcium.com
CLOSE
Permit
Reviews **
Time
More Info
10:45
10:00

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DOCUMENT ID	1d1d77f14ea0c7ab5faa698a6da7193b44e7460e
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

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SIGNED	**02 / 18 / 2022** 15:30:03 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
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SIGNED	**02 / 18 / 2022** 17:39:53 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 68.204.130.36

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Application for Interconnection of.....
FILE NAME	17601.original
DOCUMENT ID	1d1d77f14ea0c7ab5faa698a6da7193b44e7460e
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

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SIGNED	**02 / 18 / 2022** 18:34:07 UTC-5	Signed by Florida Municipal Power Agency (chris.gowder@fmpa.com) IP: 67.233.69.100
COMPLETED	**02 / 18 / 2022** 18:34:07 UTC-5	The document has been completed.

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Douglas Hannah

Mailing Address: 1809 Northeast 29th Place

City: Ocala State: FL Zip Code: 34479

Phone Number: (352) 229-4681 Alternate Phone Number: (352) 229-4754

Email Address: doughannah70@yahoo.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 517774-177062

2. RGS Facility Information

Facility Location: Rooftop - 1809 Northeast 29th Place, Ocala, FL 34479

Ocala Electric Utility Customer Account Number: 517774-177062

RGS Manufacturer: LG Electronics

Manufacturer's Address: 1000 Sylvan Avenue
Englewood Cliffs NJ,07632, USA

Reference or Model Number: LG Electronics

Serial Number: LG375N1C-A6

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 3.5105kwAC ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar

Anticipated In- Service Date: TBD

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

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B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Douglas C. Hannah Date: 11/15/21
(Print Name)

Douglas C. Hannah
(Signature)

Doc ID: bf5a72abd5712a0c3aa869be56db3ec8f911a0a9

SOLAR MODULE SPECIFICATIONS	
MANUFACTURER / MODEL #	LG ELECTRONICS LG375N1C-A6
VMP	35.3V
IMP	10.63A
VOC	41.8V
ISC	11.35A
TEMP. COEFF. VOC	-0.26%/°C
MODULE DIMENSION	68.50"L x 41.02"W x 1.57"D (In Inch)

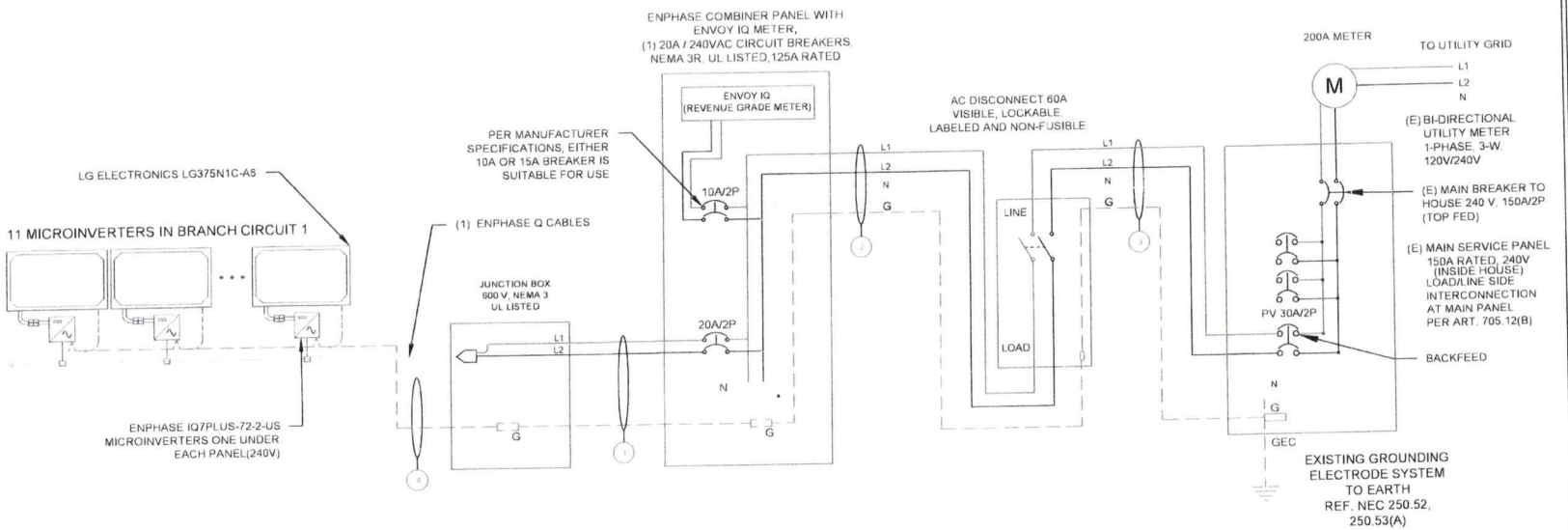
INVERTER SPECIFICATIONS	
MANUFACTURER / MODEL #	ENPHASE IQ7PLUS-72-2-US MICROINVERTER
MIN/MAX DC VOLT RATING	22V MIN/ 60V MAX
MAX INPUT POWER	235W-440W
NOMINAL AC VOLTAGE RATING	240V/ 211-264V
MAX AC CURRENT	1.21A
MAX MODULES PER STRING	13 (SINGLE PHASE)
MAX OUTPUT POWER	290 VA

WIRE /CONDUIT SCHEDULE	
TAG	DESCRIPTION
1	#12/2 ROMEX IN ATTIC/#12 THWN-2 ON EXTERIOR & (1)#6 THWN -2 / (GN)
2	#10 THWN-2 & (1)#6 THWN-2 GROUND / (GN)
3	#10 THWN-2 & (1)#6 THWN-2 GROUND / (GN)
4	(1)#6 BARE GROUND

DC SIZE 11 X 375W = 4.13 kW DC-STC
AC SIZE 11X 290W = 3.19 kW AC

(GN) GENERAL CONDUIT NOTE :
CONDUIT TO BE UL LISTED FOR WET LOCATIONS AND UV PROTECTED (EX. -EMT,SCH 80 PVC OR RMC)*FMC MAYBE USED IN INDOOR APPLICATIONS WHERE PERMITTED BY NEC ART .348

METER NO: 16 094 017



SOLAR BREAKER LOCATED AT THE FURTHEST END OF BUSBAR FROM THE MAIN BREAKER OR FEEDER UNIT

CONTRACTOR

SUNPRO

22171 MCH RD
MANDEVILLE, LA 70471
PHONE: 9152011490

PROJECT NAME & ADDRESS

DOUGLAS HANNAH

1809 NORTHEAST 29TH PLACE,OCALA, FL 34479

COUNTY:-MARION COUNTY

SYSTEM SIZE
DC SIZE: 4.125 KW DC-(STC)
AC SIZE: 3.190 KW AC

This item has been digitally signed and sealed by Nestor J. Houghton, P.E. on **November 10, 2021** Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PRINCIPAL ENGINEERING, INC.
1011 N. CAUSEWAY BLVD. STE 19
MANDEVILLE, LA 70471
985.624.5001
INFO@PI-AEC.COM
FLORIDA FIRM NO. 30649

SHEET TITLE

LINE DIAGRAM

DRAWN DATE	11/9/2021
DRAWN BY	HR

SHEET NUMBER

E-601

Doc ID: bf5a72abd5712a0c3aa869be56db3ec8f911aaaa

Insurance

Auto Club Insurance Company of Florida

Florida Package Policy Renewal Declaration

Policy Premium: $2,747.00

Policy #: FHP1114785 **Effective Date:** 10/07/2021 **Expiration Date:** 10/07/2022 12:01 A.M. Eastern Time

Named Insured(s): DOUGLAS HANNAH
MARIE HANNAH
1809 NE 29TH PL
OCALA FL 34479-3386

Agent: ACG SOUTH INSURANCE AGENCY, LLC
3033 SOUTHWEST COLLEGE RD
OCALA FL 34474
800-289-1325

AAA Membership #: 6237377603 **Year Joined:** 2009 **Payment Option:**

Homeowners Coverage Information

		LIMIT OF LIABILITY	PREMIUM
PART I PROPERTY COVERAGES			$1,392.00
A - DWELLING		$174,724	Included
B - OTHER STRUCTURES		$3,495	Included
C - PERSONAL PROPERTY		$122,307	Included
D - LOSS OF USE		$34,945	
PART II PERSONAL LIABILITY COVERAGES			
E - PERSONAL LIABILITY		$300,000	Included
F - MEDICAL PAYMENTS TO OTHERS		$5,000	Included
ADDITIONAL COVERAGE			
Personal Property Replacement Cost		Included	Included
Extended Replacement Cost Coverage	25%	Included	Included
Identity Fraud Coverage		Included	Included
Personal Injury Coverage		Included	Included
Loss Assessment Coverage		$1,000	Included
Sewer Backup Coverage		$5,000	Included
Ordinance or Law Coverage	25%	$43,681	Included
Mold, Fungus, Wet Rot, Dry Rot, Or Bacteria		$10,000	Included
Windstorm and Hurricane Mitigation Coverage		Yes	Included
FEES & ASSESSMENTS			
FHCF Regular Assessment (Dwelling)			Included
Citizens PLA Regular Assessment (Dwelling)			Included
Emergency Management Preparedness And Assistance Trust Fund			$2.00
FIGA Regular Assessment (Dwelling)			Included
ALL OTHER PERILS DEDUCTIBLE:			$1,000
HURRICANE DEDUCTIBLE:		2%	$3,494

TOTAL PREMIUM NON-HURRICANE HOMEOWNER COVERAGE:	**$1,021.00**
TOTAL PREMIUM HURRICANE HOMEOWNER COVERAGE:	**$371.00**
TOTAL PREMIUM HOMEOWNER FEES:	**$2.00**
TOTAL PREMIUM HOMEOWNER COVERAGE:	**$1,394.00**

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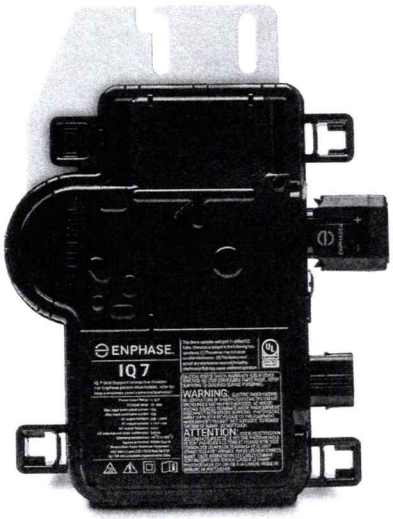
Data Sheet
Enphase Microinverters
Region: US

Enphase IQ 7 and IQ 7+ Microinverters

The high-powered smart grid-ready Enphase IQ 7 Micro™ and Enphase IQ 7+ Micro™ dramatically simplify the installation process while achieving the highest system efficiency.

Part of the Enphase IQ System, the IQ 7 and IQ 7+ Microinverters integrate seamlessly with the Enphase IQ Envoy™, Enphase Q Aggregator™, Enphase IQ Battery™, and the Enphase Enlighten™ monitoring and analysis software.

IQ Series Microinverters extend the reliability standards set forth by previous generations and undergo over a million hours of power-on testing, enabling Enphase to provide an industry-leading warranty of up to 25 years.



Easy to Install

- Lightweight and simple
- Faster installation with improved, lighter two-wire cabling
- Built-in rapid shutdown compliant (NEC 2014 & 2017)

Productive and Reliable

- Optimized for high powered 60-cell and 72-cell* modules
- More than a million hours of testing
- Class II double-insulated enclosure
- UL listed

Smart Grid Ready

- Complies with advanced grid support, voltage and frequency ride-through requirements
- Remotely updates to respond to changing grid requirements
- Configurable for varying grid profiles
- Meets CA Rule 21 (UL 1741-SA)

* The IQ 7+ Micro is required to support 72-cell modules.

UL CERTIFIED
SAFETY US CA
E341165

To learn more about Enphase offerings, visit **enphase.com**

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Enphase IQ 7 and IQ 7+ Microinverters

INPUT DATA (DC)	IQ7-60-2-US	IQ7PLUS-72-2-US
Commonly used module pairings[1]	235 W - 350 W +	235 W - 440 W +
Module compatibility	60-cell PV modules only	60-cell and 72-cell PV modules
Maximum input DC voltage	48 V	60 V
Peak power tracking voltage	27 V - 37 V	27 V - 45 V
Operating range	16 V - 48 V	16 V - 60 V
Min/Max start voltage	22 V / 48 V	22 V / 60 V
Max DC short circuit current (module Isc)	15 A	15 A
Overvoltage class DC port	II	II
DC port backfeed current	0 A	0 A
PV array configuration	1 x 1 ungrounded array; No additional DC side protection required; AC side protection requires max 20A per branch circuit	

OUTPUT DATA (AC)	IQ 7 Microinverter		IQ 7+ Microinverter	
Peak output power	250 VA		295 VA	
Maximum continuous output power	240 VA		290 VA	
Nominal (L-L) voltage/range[2]	240 V / 211-264 V	208 V / 183-229 V	240 V / 211-264 V	208 V / 183-229 V
Maximum continuous output current	1.0 A	1.15 A	1.21 A	1.39 A
Nominal frequency	60 Hz		60 Hz	
Extended frequency range	47 - 68 Hz		47 - 68 Hz	
AC short circuit fault current over 3 cycles	5.8 Arms		5.8 Arms	
Maximum units per 20 A (L-L) branch circuit	16 (240 VAC)		13 (240 VAC)	
	13 (208 VAC)		11 (208 VAC)	
Overvoltage class AC port	III		III	
AC port backfeed current	0 A		0 A	
Power factor setting	1.0		1.0	
Power factor (adjustable)	0.7 leading .. 0.7 lagging		0.7 leading .. 0.7 lagging	

EFFICIENCY	@240 V	@208 V	@240	@208 V
CEC weighted efficiency	97.0 %	97.0 %	97.0 %	96.5 %

MECHANICAL DATA	IQ 7 Microinverter	IQ 7+ Microinverter
Ambient temperature range	-40°C to +65°C	-40°C to +65°C
Relative humidity range	4% to 100% (condensing)	
Connector type	MC4 (or Amphenol H4 UTX with additional Q-DCC-5 adapter)	
Dimensions (WxHxD)	212 mm x 175 mm x 30.2 mm (without bracket)	
Weight	1.08 kg (2.38 lbs)	
Cooling	Natural convection - No fans	
Approved for wet locations	Yes	
Pollution degree	PD3	
Enclosure	Class II double-insulated	
Environmental category / UV exposure rating	NEMA Type 6 / outdoor	

FEATURES	
Communication	Power Line Communication (PLC)
Monitoring	Enlighten Manager and MyEnlighten monitoring options. Both options require installation of an Enphase IQ Envoy.
Disconnecting means	The AC and DC connectors have been evaluated and approved by UL for use as the load-break disconnect required by NEC 690.
Compliance	CA Rule 21 (UL 1741-SA) UL 62109-1, UL1741/IEEE1547, FCC Part 15 Class B, ICES-0003 Class B, CAN/CSA-C22.2 NO. 107.1-01 This product is UL Listed as PV Rapid Shut Down Equipment and conforms with NEC-2014 and NEC-2017 section 690.12 and C22.1-2015 Rule 64-218 Rapid Shutdown of PV Systems, for AC and DC conductors, when installed according manufacturer's instructions.

1. No enforced DC/AC ratio. See the compatibility calculator at https://enphase.com/en-us/support/module-compatibility
2. Nominal voltage range can be extended beyond nominal if required by the utility.

To learn more about Enphase offerings, visit **enphase.com**

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LG NeON®2

LG375N1C-A6

60

375W

The LG NeON® 2 is LG's best selling solar module and one of the most powerful and versatile modules on the market today. The cells are designed to appear all black at a distance, and the performance warranty guarantees 90.6% of labeled power output at 25 years.



25 YEAR PRODUCT · PERFORMANCE · LABOR WARRANTY

c UL us

Made in USA

Features

Enhanced Performance Warranty
LG NeON® 2 has an enhanced performance warranty. After 25 years, LG NeON® 2 is guaranteed at least 90.6% of initial performance.

25-Year Limited Product Warranty
The NeON® 2 is covered by a 25-year limited product warranty. In addition, up to $450 of labor costs will be covered in the rare case that a module needs to be repaired or replaced.

Solid Performance on Hot Days
LG NeON® 2 performs well on hot days due to its low temperature coefficient.

Roof Aesthetics
LG NeON® 2 has been designed with aesthetics in mind using thinner wires that appear all black at a distance.

When you go solar, ask for the brand you can trust: LG Solar

About LG Electronics USA, Inc.

LG Lifes Good

LG NeON® 2

Made in USA

LG375N1C-A6

General Data

Cell Properties (Material/Type)	Monocrystalline/N-type
Cell Maker	LG
Cell Configuration	60 Cells (6 x 10)
Module Dimensions (L x W x H)	1,840mm x 1,042mm x 40mm
Weight	19.6 kg
Glass (Material)	Tempered Glass with AR Coating
Backsheet (Color)	White
Frame (Material)	Anodized Aluminum
Junction Box (Protection Degree)	IP 68 with 3 Bypass Diodes
Cables (Length)	1,000mm x 2EA
Connector (Type/Maker)	MC4/MC

Certifications and Warranty

Certifications*	IEC 61215-1-1:2016, IEC 61215-2:2016, IEC 61730-1:2016, IEC 61730-2:2016, UL 61730-1:2017, UL 61730-2:2017, IEC 62716:2013 Ammonia Corrosion, IEC 61701:2011 (Salt Mist Corrosion Test Severity 6), IEC 62804-1:2015 (PID Test), UL 1703, UL 1741, CSA C22.2 No. 61730-1:19, CSA C22.2 No. 61730-2:19, CSA C22.2 No. 61215-1-1:19, CSA C22.2 No. 61215-2:19, CSA C22.2 No. 62716:13, CSA C22.2 No. 61701:11
Salt Mist Corrosion Test	IEC 61701 ED2 (Severity 6)
Ammonia Corrosion Test	IEC 62716
Module Fire Performance	Type 1 (UL 1703), Class C (IEC 61730)
Fire Rating	Class C (IEC 61730), Type 1 (UL 1703)
Solar Module Product Warranty	25 Year Limited
Solar Module Output Warranty	Linear Warranty*

*1st year 98%, After 2nd year 0.33%/year, 90.6% at 25 years

Temperature Characteristics

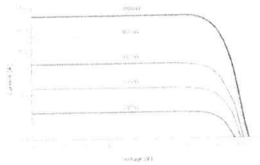
NMOT*	[°C]	42 (±3)
Pmax	[%/°C]	-0.29
Voc	[%/°C]	-0.29
Isc	[%/°C]	0.03

*NMOT (Nominal Module Operating Temperature): Irradiance at 800 W/m², Ambient Temperature 20°C, Wind Speed 1 m/s, Spectrum AM 1.5

Electrical Properties (NMOT)

Model		LG375N1C-A6
Maximum Power (Pmax)	[W]	281
MPP Voltage (Vmpp)	[V]	33.2
MPP Current (Impp)	[A]	8.48
Open Circuit Voltage (Voc)	[V]	39.4
Short Circuit Current (Isc)	[A]	9.13

I-V Curves



Electrical Properties (STC*)

Model		LG375N1C-A6
Maximum Power (Pmax)	[W]	375
MPP Voltage (Vmpp)	[V]	34.3
MPP Current (Impp)	[A]	10.97
Open Circuit Voltage (Voc ± 5%)	[V]	41.8
Short Circuit Current (Isc ±3%)	[A]	11.35
Module Efficiency	[%]	20.7
Bifaciality Coefficient of Power	[%]	70
Power Tolerance	[%]	0 ~ +3

*STC (Standard Test Conditions): Irradiance 1,000 W/m², Module Temperature 25°C, AM 1.5

Operating Conditions

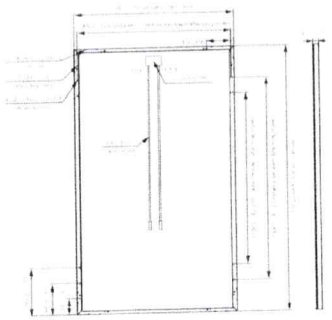
Operating Temperature	[°C]	-40 ~ +90
Maximum System Voltage	[V]	1,000
Maximum Series Fuse Rating	[A]	20
Mechanical Test Load* (Front)	[Psf/Pa]	64.0/3,000
Mechanical Test Load* (Rear)	[Psf/Pa]	40.0/1,800

*Based on IEC 61215-2:2016, Test Load 1 (Design Load = Safety Factor 1.5 x Test Load), Safety Factor 2.0

Packaging Configuration

Number of Modules per Pallet	[EA]	25
Number of Modules per 40' Container	[EA]	650
Number of Modules per 53' Container	[EA]	850
Packaging Box Dimensions (L x W x H)	[mm]	1,950 x 1,120 x 1,230
Packaging Box Dimensions (L x W x H)	[in]	76.8 x 44.1 x 47.6
Packaging Box Gross Weight	[kg]	508
Packaging Box Gross Weight	[lb]	1,102

Dimensions (mm/inch)



LG Lifes Good

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CONTRACTOR

SUNPRO

22171 MCH RD
MANDEVILLE, LA 70471
PHONE: 9152011490

PROJECT NAME & ADDRESS
ERIC COOMBS

51 CRAWFORD AVE, CRAWFORDVILLE, FL 32327

COUNTY:-WAKULLA COUNTY

SYSTEM SIZE
DC SIZE: 13.875 KW DC-(STC)
AC SIZE: 10.730 KW AC

ENGINEER:

SHEET TITLE
RESOURCE DOCUMENT

DRAWN DATE	10/15/2021
DRAWN BY	SH

SHEET NUMBER
R-001

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Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 15th day of November, 2021, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and Douglas Hannah, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

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Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

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4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

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Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

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7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

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IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility
By: Bill Kauffman
Title: ACM / CFO
Date: 02 / 28 / 2022

Florida Municipal Power Agency
By:
Title: Bus Dev & Sys Ops Director
Date: 02 / 28 / 2022

Customer
By: Douglas C. Hamrick Date: 11/15/24
(Print Name)
(Signature)

Customer's City of Ocala Electric Utility Account Number: 517774-177062

Approved as to form and legality:

Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
Assistant City Attorney

(Continued on Sheet No. 20.6)

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Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

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Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 15th day of November, 20 21, by and between Douglas Hannah, (hereinafter called "**Customer**"), located at 1809 Northeast 29th Place in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 1809 Northeast 29th Place, Ocala, FL 34479.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

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1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):
   a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
   b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
   c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*
   d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
   e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 21.2)

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8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

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12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 21.4)

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17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

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23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

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26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

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29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

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32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

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IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: Bill Kauffman

Title: ACm /CFO

Date: 02 / 28 / 2022

Customer:

By: Douglas C. Hannah
(Print Name)
Douglas C Hannah
(Signature)

Date: 10/15/21

City of Ocala Electric Utility Account Number:

517774-177062

Approved as to form and legality:
Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
Assistant City Attorney

Doc ID: bf5a72abd5712a0c3aa869be56db3ec8f911

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Application for Interconnection of.....
FILE NAME	17756.original
DOCUMENT ID	bf5a72abd5712a0c3aa869be56db3ec8f911a0a9
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**02 / 25 / 2022** 13:39:31 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), William Kauffman (wkauffman@ocalafl.org) and Florida Municipal Power Agency (chris.gowder@fmpa.com) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**02 / 26 / 2022** 19:37:16 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**02 / 26 / 2022** 19:37:43 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**02 / 28 / 2022** 08:13:28 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**02 / 28 / 2022** 08:14:01 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Application for Interconnection of.....
FILE NAME	17756.original
DOCUMENT ID	bf5a72abd5712a0c3aa869be56db3ec8f911a0a9
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

VIEWED	**02 / 28 / 2022** 08:27:53 UTC-5	Viewed by Florida Municipal Power Agency (chris.gowder@fmpa.com) IP: 107.72.178.64
SIGNED	**02 / 28 / 2022** 08:28:45 UTC-5	Signed by Florida Municipal Power Agency (chris.gowder@fmpa.com) IP: 107.72.178.64
COMPLETED	**02 / 28 / 2022** 08:28:45 UTC-5	The document has been completed.

AGREEMENT FOR ARTWORK LOAN AND DISPLAY

THIS AGREEMENT FOR ARTWORK LOAN AND DISPLAY ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **LINDA DEROSA**, ("Artist").

WHEREAS, City is a municipality which regularly utilizes its public spaces to provide exhibit space to local and regional artists for the benefit, use, and enjoyment of its citizens and visitors; and

WHEREAS, Artist is the creator and exclusive owner of certain artwork identified and set forth in the attached **Exhibit A - Artwork** ("Artwork") and all intellectual property rights therein; and

WHEREAS, Artist desires to loan the Artwork to City for public display and sale; and

WHEREAS, City agrees to display the Artwork in certain of its public spaces as set forth herein for the term of this Agreement for the benefit, use, and enjoyment of its citizens and visitors (hereinafter referred to as the "Exhibition").

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS**. City and Artist hereby represent and warrant that the Recitals set forth above are true and correct.
2. **LOAN, USE, CREDIT, AND SALE OF ARTWORK.** Artist grants to City a loan of the Artwork for public display during the City of Ocala's **ART IN CITY SPACES** program, in the **CLERK'S OFFICE** located at **110 SE WATULA AVE, OCALA, FLORIDA 34471** from **MARCH 7, 2022** through **JULY 5, 2022** and/or online on https://ocala.oncell.com/en/select-a-tour-117989.html.
   A. **Licensed Use.** Artist shall retain all copyrights and other intellectual property rights to the Artwork. Artist hereby expressly grants to City:
      (i) the right to display the Artwork in its public spaces; and
      (ii) an irrevocable right to photograph or film images of the Artwork and use such photographs and film for reproduction in publications now known or later developed by City or for educational, publicity or promotional purposes, provided that such use shall not be for commercial purposes. This grant shall survive the termination of this Agreement.
   B. **Artistic Credit.** City may display with the Artwork information identifying Artist as the creator of the Artwork ("Artistic Credit"). Artist shall be responsible for providing City with Artistic Credit information at the time that the Artwork is transferred to City.

C. **City's Right to Refuse Artwork**. Artist acknowledges and agrees that City has the right to refuse to exhibit any piece of the Artwork in the City's sole discretion at any time and for any reason including, without limitation, available space, relevance, and content.

D. **Sale of Artwork.** For any Artwork that has been selected by Artist to be for sale at the Exhibition, City shall include with its display of the Artistic Credit for the Artwork contact information for those persons interested in purchasing the Artwork. All sales and related negotiations for the Artwork shall be the sole responsibility of Artist. Any artwork sold during the Exhibition must remain on-site for the duration of the term of this Agreement, or any subsequent renewal term, unless authorized by City or its authorized representative. Artist shall pay to the City **THIRTY PERCENT (30%)** of the gross receipts generated from Artwork sales during the term of this agreement. City shall have the right to audit or to authorize audits of Artist's books, records, and accounts relevant to its obligations under this Agreement. If any audit performed by City discloses an under-reporting of gross receipts, Artist shall pay to City any amounts due under this Agreement within **FIFTEEN (15)** calendar days of written notice by City.

3. **LOAN PERIOD, RENEWAL AND TERMINATION.** The Artwork Loan Period ("Loan Period") shall begin on **MARCH 7, 2022** and shall end on **JULY 5, 2022**, unless otherwise renewed or terminated pursuant to this Agreement.

   A. **Renewal**. The Loan Period may be renewed or extended upon the written consent of both parties, which shall specify the length of the term and any additional consideration exchanged during such renewal.

   B. **Termination**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. City shall provide written notice of the termination to Artist and coordinate arrangements for the removal of the Artwork.

4. **TRANSFER, INSTALLATION, CARE, AND REMOVAL OF ARTWORK.** Artist shall deliver, or cause to be delivered, the Artwork to City on or before **MARCH 7, 2022**. Artist shall retrieve the Artwork, or cause the artwork to be retrieved, from City no later than **JULY 5, 2022** unless otherwise agreed to by the parties.

   A. **Delivery of Artwork**: City shall take possession of the Artwork at the **CLERK'S OFFICE**, located at **110 SE WATULA AVE, OCALA, FLORIDA 34471**; or at such other City property or City website that the City deems appropriate from time to time. All costs incurred in connection with the delivery and/or shipment of the Artwork from the Artist to the City shall be borne by Artist. City has the right to relocate the Artwork to other City-owned sites during the Loan Period. City shall provide reasonable notice to Artist of its intent to relocate

the Artwork, however, City's decision regarding relocation of the Artwork is final and may occur at any time.

B. **Condition of Artwork Upon Transfer to City**: The absence of any notation in this Agreement as to the condition of the Artwork at the time it is received by City shall not be construed to mean that the Artwork was in good condition upon receipt. Prior to installation, Artist shall assume all risk of loss or damage to the Artwork and shall take such measures as are reasonably necessary to protect the Artwork from loss or damage.

C. **Installation and De-Installation of Artwork**: City shall supervise the installation and de-installation of the Artwork while the Artwork is in the possession of City. Artist agrees to take all actions reasonably necessary to facilitate the City's timely, safe, and cost-effective installation and de-installation of the Artwork.

D. **Surrender and Removal of Artwork**: The Artwork shall be returned or released to Artist or Artist's authorized representative. All costs incurred in connection with the delivery and/or shipment of the Artwork from the City to the Artist shall be borne by the Artist. City reserves the right to request the immediate removal of the Artwork from City's public spaces at any time by sending written notice to Artist.

E. **Abandonment of Artwork:** Artist's failure to remove the Artwork within **SIXTY (60)** days after the expiration of this Agreement, or after otherwise being provided with written request from City for immediate removal of the Artwork, such Artwork shall be deemed to be abandoned and shall become property of City and City shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate in the sole discretion of the City. Under no circumstances shall City be obligated to ship or otherwise transport the Artwork.

5. **CONSIDERATION** Artist acknowledges and agrees that as consideration for the services rendered by Artist under this Agreement, the City shall provide Artist with the opportunity to exhibit and market the Artwork in a public forum, thereby increasing Artist's recognition and likelihood of selling the Artwork. City shall not otherwise compensate Artist for use of the Artwork pursuant to this Agreement or reimburse Artist for any expenses incurred in providing the Artwork.

6. **ARTIST'S WARRANTIES AND REPRESENTATIONS**. Artist warrants and represents as follows:

A. Artist is the sole owner of and has full legal title to all objects that constitute the Artwork under this Agreement;

B. Artist has full authority and power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;

C. The installation and removal of the Artwork will not unacceptably damage or alter the Artwork;

D. The total value of the Artwork is in the amounts noted on the attached **Exhibit A - Artwork**.

E. Nothing in the Artwork defames any person or entity, infringes upon any copyright, or otherwise violates the rights of any third party.

7. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.

8. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

9. **INDEMNIFICATION.** Artist shall indemnify and hold harmless City and its elected officials, employees and volunteers against any and all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City may sustain or which may be asserted against City or its elected officials, employees, and volunteers arising out of the activities contemplated by this Agreement including, without limitation, any action, claim, suit, or liability based on a claim that work performed under this Agreement by Artist, or Artist's agents or subcontractors, constitutes an infringement of any patent, copyright, trademark, trade name, or other proprietary right of any kind. This Section shall survive the termination or other expiration of this Agreement. Artist shall advise City, in writing, within **TWENTY-FOUR (24)** hours of any known claim or demand made against the City or Artist relating to or arising out of Artist's activities under this Agreement

10. **MAINTENANCE OR REPAIR OF ARTWORK.** City agrees to ensure that the Artwork will be maintained and protected to the extent practical. Artist shall supply City with any written maintenance instructions for the Artwork as applicable. In the event of damage to the Artwork requiring restoration or repair, the City shall, if practicable, offer the Artist the first opportunity to restore or repair the Artwork and, in any case, shall consult with the Artist with respect to the restoration or repairs. If no response is received from the Artist within **FIVE (5)** business days, City shall have the right to proceed in any manner listed below and shall provide notice to Artist of its intended course of action:

A. City may repair the Artwork at its own expense after providing reasonable notice to Artist of the intended course of action and the associated costs prior to undertaking such repairs. Within **FIVE (5)** business days of receipt of such notice, Artist shall have the right to provide City with written notice of its denial of City's proposed repair and its election undertake the

repairs itself, but in any such case Artist shall pay any costs exceeding the cost estimate provided in City's notice.

B. City may de-install and surrender possession of the Artwork to Artist pursuant to Paragraph 4, above

11. **RISK OF LOSS DURING LOAN PERIOD.** The risk of loss or damage to the Artwork during the Loan Period shall be the responsibility of the City upon acceptance of the Artwork by City.
    A. City shall list the Artwork on its schedule of insured property for which it is self-insured and on any property and casualty insurance purchased by the City for the benefit and protection of Artist in the event the Artwork is damaged or destroyed by an act which would be an insurable risk under either the City's self-insurance and/or purchased insurance protections, consistent with the City's legal ability to do so in accordance with the requirements and restrictions of Florida Statute § 768.28.
    B. During the Loan Period, the City shall insure the Artwork against damage or loss in an amount equal to the lesser of: (a) the amounts set forth in **Exhibit A - Artwork**; or (b) $15,000.00. The amounts set forth in **Exhibit A – Artwork** are the Artist's estimate of fair market value and does not preclude the City from later disputing the claimed fair market value.
    C. The City's obligation to provide insurance for the Artwork is solely for the duration of the Loan Period and only while the Artwork is in the possession and control of City. City shall have no liability for damage or destruction that may occur during transportation to or from the City, during installation, or during removal.
12. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
13. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Artist: Linda DeRosa
10038 SW 77 Loop
Ocala, FL 34481

Phone: 516-424-1449
Email: paintermom1@gmail.com

If to City of Ocala:

Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-579-6536
Email: rbatsel@lawyersocala.com

14. **ACCESS TO FACILITIES**. City shall provide Artist with access to all City facilities as is reasonably necessary for Artist to perform its obligations under this Agreement.
15. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
16. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
17. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS

CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

18. **ATTORNEY'S FEES.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
19. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
20. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
21. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
22. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

23. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

24. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

25. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement supersedes any previous agreements for the Artwork referenced herein.

26. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 02 / 16 / 2022.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA:

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

ARTIST:

Linda DeRosa

Linda DeRosa

Exhibit A – Artwork CONTRACT# REC/220085

LINDA DEROSA / MARCH 7, 2022 – JULY 5, 2022



(1)

Amalfi Coast Watercolor 11" x 14" $150



(2)

Anchored Watercolor 16" x 20" $275



(3)

Eggs in a Nest Watercolor 11" x 14" $150



(4)

Farm House Ranch Watercolor 16" x 20" $275



(5)

First Snow Fall Watercolor 16" x 20" $150



(6)

Seize the Day Watercolor 16" x 20" $275



(7)

Ship Yard Watercolor 16" x 20" $275



(8)

Spanish Village by the Sea Watercolor 16" x 20" $275



(9)

Suspension Watercolor 16" x 20" $275



(10)

Venice Watercolor 16" x 20" $275

Exhibit A – Artwork CONTRACT# REC/220085

LINDA DEROSA / MARCH 7, 2022 – JULY 5, 2022



(11)

View thru the Arches
Watercolor
16" x 20"
$275

VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Linda DeRosa

VENDOR NAME

10038 SW 77th Loop

VENDOR STREET ADDRESS, CITY, STATE, ZIP CODE

VENDOR acknowledges and understands that prior to commencement of an Agreement with the City of Ocala (the "City") and until completion of all obligations under said agreement, all vendors desiring to provide services to the City or to hold special events on City property are required to procure and maintain, for the life of said Agreement, the following types and limitations of liability insurance:

- **Commercial General Liability Insurance** identifying the City, a political subdivision of the State of Florida, and its officials, employees, and volunteers as additional insureds with an endorsement equal or broader to CG 20 26 04 13 from and against all claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the Vendor's services or event in the amounts of not less than ONE MILLION DOLLARS ($1,000,000.00) PER OCCURRENCE and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

VENDOR acknowledges and understands that **unless** CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

By signing below, VENDOR intends for this document to serve as its written request for waiver of the foregoing insurance requirements for the following special event to occur on _____(IDENTIFY DATE HERE): EVENT DESCRIPTION:_____

March 7, 2022 – July 5, 2022, Art in City Spaces

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind, in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

IN WITNESS WHEREOF, the VENDOR sets its hand this 12/29/21 day of _____, 2021.

Linda L. DeRosa

VENDOR SIGNATURE

Linda R. DeRosa

VENDOR PRINTED NAME

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☐ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
_____ (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

From: Richard Dennis
To: Annie Thompson
Subject: RE: Insurance Waiver Request
Date: Wednesday, January 12, 2022 5:03:56 PM
Attachments: image001.png

Approved

Richard Dennis
City of Ocala Risk Manager
Office 352-401-3989
Mobile 352-572-0414
RDennis@OcalaFL.org

From: Annie Thompson <athompson@Ocalafl.org>
Sent: Wednesday, January 12, 2022 4:33 PM
To: HR Risk <hrrisk@Ocalafl.org>
Subject: Insurance Waiver Request

Hello,

I have a Hold Harmless for approval. Attached is the Hold Harmless Agreement for Linda DeRosa, an exhibiting artist in the City's Art in City Spaces program.

Vendor: Artist

Vendor Activities/Services: Display and sale of art work

Date(s) Vendor will be onsite: March 7, 2022 – July 5, 2022

Reason for Waiver: exhibiting artist

Is Completed Exhibit Agreement Attached: Yes

Thanks!

Annie Thompson

Cultural Arts Coordinator City of Ocala Recreation & Parks: Cultural Arts
223 SW Broadway Street, Ocala, FL 34471
Office: (352) 629-8383
Website: www.ocalafl.org/culturalarts

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Agreement for Artwork Loan and Display -...
FILE NAME	17441.original
DOCUMENT ID	9a7d2e683552e112fcebe60dd6ec6036192c21ea
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**02 / 15 / 2022** 07:50:47 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Linda DeRosa (paintermom1@gmail.com), Ken Whitehead (kwhitehead@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**02 / 15 / 2022** 08:38:46 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**02 / 15 / 2022** 08:39:37 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**02 / 16 / 2022** 13:51:11 UTC-5	Viewed by Linda DeRosa (paintermom1@gmail.com) IP: 204.10.181.162
SIGNED	**02 / 16 / 2022** 13:54:52 UTC-5	Signed by Linda DeRosa (paintermom1@gmail.com) IP: 204.10.181.162

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Agreement for Artwork Loan and Display -...
FILE NAME	17441.original
DOCUMENT ID	9a7d2e683552e112fcebe60dd6ec6036192c21ea
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

VIEWED	**02 / 16 / 2022** 14:10:25 UTC-5	Viewed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104
SIGNED	**02 / 16 / 2022** 14:13:46 UTC-5	Signed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104
VIEWED	**02 / 16 / 2022** 15:05:49 UTC-5	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**02 / 16 / 2022** 15:05:58 UTC-5	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**02 / 16 / 2022** 15:05:58 UTC-5	The document has been completed.

CONTRACT#: OFN/ 20133

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **DAVID MACKAY**, a for-profit sole proprietorship company organized and duly authorized to conduct business in the State of Florida ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Customer agree as follows:

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **821 SE 3RD ST, OCALA FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWELVE MONTHS (12 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial

service rate under this Agreement shall be **ONE HUNDRED THIRTY-NINE AND NO/100 DOLLARS PER MONTH ($139.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within **THIRTY (30) DAYS** of such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the

event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

D. **Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

E. **Severability of Illegal Provisions**. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

H. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

I. **Entire Agreement.** This Agreement, including exhibits, (if any) contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

J. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which will constitute the same instrument.

K. **Electronic Signatures.** Customer, if, and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

David MacKay
821 SE 3rd St
Ocala, FL 34471 Attn: David MacKay
Tele: 352-237-3800
E-Mail: ~~david@mackaylaw.us~~ david@villagesproperty.com

M. **Attorney Fees.** If any civil action, or other legal proceeding, is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

    Exhibit A- Service Pricing

    Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 02 / 18 / 2022.

DAVID MACKAY

David L. Mackay

By: DAVID L. MACKAY
(Printed Name)

Owner
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: 12 MONTH TERM

821 SE 3RD ST, OCALA

(Home Business Internet)

Total Recurring Monthly Rate:

$ 139.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

EXHIBIT B - OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What is a Fair Use Policy (FUP)?

A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

Why a FUP is needed?

As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What happens if a FUP breach happens?

OFN will throttle back on their available internet bandwidth for a period of time.

Legal considerations:

OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

i. violates any Law;
ii. constitutes harassment;
iii. promotes or encourages illegal or socially unacceptable or irresponsible behavior;
iv. is in breach of any third-party rights (including any third-party intellectual property rights);
v. has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
vi. damages or may damage our name and/or reputation

Do not violate anyone's systems or network security:

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:

vii. unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
viii. unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
ix. unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):

x. programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
xi. tools designed to compromise the security of other sites;
xii. programs or services designed to send or facilitate the sending of unsolicited advertisements; or
xiii. programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	17587.original
DOCUMENT ID	cb6bfc7f4f57cf5e9c975f149ea64ff29cc84a7b
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**02 / 18 / 2022** 13:26:49 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**02 / 18 / 2022** 15:30:11 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**02 / 18 / 2022** 15:30:19 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
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COMPLETED	**02 / 18 / 2022** 17:38:41 UTC-5	The document has been completed.

CONTRACT#: OFN/220130

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **JAMES SCOTT**, a for-profit sole proprietorship company organized and duly authorized to conduct business in the State of Florida ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Customer agree as follows:

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:

   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **731 SE 2ND ST, OCALA FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWELVE MONTHS (12 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial

service rate under this Agreement shall be **ONE HUNDRED THIRTY-NINE AND NO/100 DOLLARS PER MONTH ($139.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within **THIRTY (30) DAYS** of such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the

event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

D. **Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

E. **Severability of Illegal Provisions**. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

H. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

I. **Entire Agreement.** This Agreement, including exhibits, (if any) contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

J. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which will constitute the same instrument.

K. **Electronic Signatures.** Customer, if, and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

James Scott
731 SE 2nd St
Ocala, FL 34471 Attn: James Scott
Tele: 352-871-0714
E-Mail: heathenscott@gmail.com

M. **Attorney Fees.** If any civil action, or other legal proceeding, is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

    Exhibit A- Service Pricing

    Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 02/16/2022.

JAMES SCOTT

James Heath Scott James Heath Scott

By: James Scott
(Printed Name)

Visual Designer
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **12 MONTH TERM**

731 SE 2ND ST, OCALA

(Home Business Internet)

Total Recurring Monthly Rate:

$ 139.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

EXHIBIT B - OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What is a Fair Use Policy (FUP)?

A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

Why a FUP is needed?

As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What happens if a FUP breach happens?

OFN will throttle back on their available internet bandwidth for a period of time.

Legal considerations:

OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

i. violates any Law;
ii. constitutes harassment;
iii. promotes or encourages illegal or socially unacceptable or irresponsible behavior;
iv. is in breach of any third-party rights (including any third-party intellectual property rights);
v. has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
vi. damages or may damage our name and/or reputation

Do not violate anyone's systems or network security:

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:

vii. unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
viii. unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
ix. unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):

x. programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
xi. tools designed to compromise the security of other sites;
xii. programs or services designed to send or facilitate the sending of unsolicited advertisements; or
xiii. programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	17503.original
DOCUMENT ID	214a19d41d1fdf31d2830b7d4d16fb10686d5d24
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**02 / 18 / 2022** 07:21:27 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), James Scott (heathenscott@gmail.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**02 / 18 / 2022** 15:31:26 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**02 / 18 / 2022** 15:31:37 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**02 / 18 / 2022** 15:40:17 UTC-5	Viewed by James Scott (heathenscott@gmail.com) IP: 24.250.200.77
SIGNED	**02 / 18 / 2022** 15:42:36 UTC-5	Signed by James Scott (heathenscott@gmail.com) IP: 24.250.200.77

HELLOSIGN

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FILE NAME	17503.original
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STATUS	• Signed

Document History

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SIGNED	**02 / 18 / 2022** 17:37:04 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 68.204.130.36
COMPLETED	**02 / 18 / 2022** 17:37:04 UTC-5	The document has been completed.

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **MARION LAKE SUMTER TITLE, LLC**, a for-profit limited liability company organized and duly authorized to conduct business in the State of Florida (EIN#: 46-5337454) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Customer agree as follows:

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **1890 SE 15TH AVE, STE 101, OCALA FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWENTY-FOUR MONTHS (24 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the

monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial service rate under this Agreement shall be **NINETY-NINE AND NO/100 DOLLARS PER MONTH ($99.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within **THIRTY (30) DAYS** of such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment,

cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

D. **Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

E. **Severability of Illegal Provisions**. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

H. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

I. **Entire Agreement.** This Agreement, including exhibits, (if any) contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

J. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which will constitute the same instrument.

K. **Electronic Signatures.** Customer, if, and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

Marion Lake Sumter Title, LLC
1890 SE 15th Ave, Ste 101
Ocala, FL 34471 Attn: Joe Vorwerk / Donald
Tele: 352-342-0199
E-Mail: jvorwerk@boydrealestategroup.com
donald@ocalaremote.com

M. **Attorney Fees.** If any civil action, or other legal proceeding, is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

Exhibit A- Service Pricing
Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 2-8-22.

MARION LAKE SUMTER TITLE, LLC

By: Joseph Vorwerk
(Printed Name)

Manager
(Title)

CITY OF OCALA

Bill Kauffman
Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

24 MONTH TERM

Service Location:

1890 SE 15TH AVE, STE 101, OCALA

(Commercial Shared Internet - Silver)

Total Recurring Monthly Rate:

$ 99.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

EXHIBIT B - OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What is a Fair Use Policy (FUP)?

A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

Why a FUP is needed?

As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What happens if a FUP breach happens?

OFN will throttle back on their available internet bandwidth for a period of time.

Legal considerations:

OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

i. violates any Law;
ii. constitutes harassment;
iii. promotes or encourages illegal or socially unacceptable or irresponsible behavior;
iv. is in breach of any third-party rights (including any third-party intellectual property rights);
v. has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
vi. damages or may damage our name and/or reputation

Do not violate anyone's systems or network security:

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:

vii. unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
viii. unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
ix. unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):

x. programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
xi. tools designed to compromise the security of other sites;
xii. programs or services designed to send or facilitate the sending of unsolicited advertisements; or
xiii. programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	17248.original
DOCUMENT ID	84e2f297828a1aee0e5a7c82a034a5cdadcba113
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**02 / 18 / 2022** 07:54:14 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**02 / 18 / 2022** 15:16:34 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**02 / 18 / 2022** 15:17:16 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**02 / 18 / 2022** 18:31:03 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 68.204.130.36
SIGNED	**02 / 18 / 2022** 18:31:26 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 68.204.130.36
COMPLETED	**02 / 18 / 2022** 18:31:26 UTC-5	The document has been completed.

CONTRACT#: OFN/220097

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **MATTHEW BOWMAN**, a for-profit sole proprietorship company organized and duly authorized to conduct business in the State of Florida ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Customer agree as follows:

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:

   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **1606 SE 16TH AVE, OCALA FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWENTY-FOUR MONTHS (24 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial

service rate under this Agreement shall be **ONE HUNDRED THIRTY-NINE AND NO/100 DOLLARS PER MONTH ($139.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within **THIRTY (30) DAYS** of such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the

event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

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E. **Severability of Illegal Provisions**. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

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H. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

I. **Entire Agreement.** This Agreement, including exhibits, (if any) contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

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L. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

Matthew Bowman
1606 SE 16th Ave
Ocala, FL 34474 Attn: Matthew Bowman
Tele: 863-899-8330
E-Mail: mbowman@bwc-construction.com

M. **Attorney Fees.** If any civil action, or other legal proceeding, is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

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12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

    Exhibit A- Service Pricing

    Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 02 / 17 / 2022.

MATTHEW BOWMAN

By: Mathew Bowman
(Printed Name)

Project Manager
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

1606 SE 16TH AVE, OCALA

(Home Business Internet)

Total Recurring Monthly Rate:

$ 139.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

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i. violates any Law;
ii. constitutes harassment;
iii. promotes or encourages illegal or socially unacceptable or irresponsible behavior;
iv. is in breach of any third-party rights (including any third-party intellectual property rights);
v. has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
vi. damages or may damage our name and/or reputation

Do not violate anyone's systems or network security:

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:

vii. unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
viii. unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
ix. unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

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xi. tools designed to compromise the security of other sites;
xii. programs or services designed to send or facilitate the sending of unsolicited advertisements; or
xiii. programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	17258.original
DOCUMENT ID	3285406e74d066e3d11b9306bdfcb149217374c2
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**02 / 09 / 2022** 15:33:21 UTC-5	Sent for signature to Mathew Bowman (mbowman@bwc-construction.com), Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**02 / 17 / 2022** 14:43:47 UTC-5	Viewed by Mathew Bowman (mbowman@bwc-construction.com) IP: 172.58.173.64
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SIGNED	**02 / 17 / 2022** 16:44:44 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
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STATUS	• Signed

Document History

VIEWED	**02 / 17 / 2022** 16:55:47 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
SIGNED	**02 / 17 / 2022** 16:55:58 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**02 / 17 / 2022** 16:55:58 UTC-5	The document has been completed.

CONTRACT#: OFN/220143

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **COMFORTABLE CARE DENTAL HEALTH PROFESSIONALS, P.A. DBA OAKRIDGE DENTAL CARE**, a for-profit company organized and duly authorized to conduct business in the State of Florida (EIN#: 20-0185918) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Customer agree as follows:

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

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3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **9590 SW HWY 200, STE 7, OCALA FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **THIRTY-SIX MONTHS (36 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial

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service rate under this Agreement shall be **TWO HUNDRED FIFTY AND NO/100 DOLLARS PER MONTH ($250.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within **THIRTY (30) DAYS** of such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the

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event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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IF THE CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

D. **Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

E. **Severability of Illegal Provisions**. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

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F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

H. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

I. **Entire Agreement.** This Agreement, including exhibits, (if any) contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

J. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which will constitute the same instrument.

K. **Electronic Signatures.** Customer, if, and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

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Comfortable Care Dental Health Professionals, P.A.
Dba Oakridge Dental Care
1200 Network Centre Drive, Ste 2
Effingham, IL 62401 Attn: Mike Klauser
Tele: 217-540-5117
E-Mail: ittelecom@heartland.com

M. **Attorney Fees.** If any civil action, or other legal proceeding, is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

Exhibit A- Service Pricing

Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on February 24, 2022.

COMFORTABLE CARE DENTAL HEALTH PROFESSIONALS, P.A. DBA OAKRIDGE DENTAL CARE

Michael C. Klauser

By: Michael C. Klauser
(Printed Name)

IT Telecom Administrator
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

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EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **36 MONTH TERM**

9590 SW HWY 200, STE 7, OCALA FL

(Commercial Shared Internet - Titanium)

Total Recurring Monthly Rate:

$ 250.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

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EXHIBIT B- OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What Is A Fair Use Policy (FUP)
A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

WHY A FUP Is Needed
As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What Happens If A FUP Breach Happens
OFN will throttle back on their available internet bandwidth for a period of time.

Legal Considerations
OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:
• violates any Law;
• constitutes harassment;
• promotes or encourages illegal or socially unacceptable or irresponsible behavior;
• is in breach of any third-party rights (including any third-party intellectual property rights);
• has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
• damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:
• unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
• unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
• unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
• programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
• tools designed to compromise the security of other sites;
• programs or services designed to send or facilitate the sending of unsolicited advertisements; or
• programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP, once notified of such activity by OFN.

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HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -.....
FILE NAME	17751.original
DOCUMENT ID	78d224ef21a884a8c5b84792e4f09f5e0668d78d
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**02 / 25 / 2022** 12:36:38 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**02 / 26 / 2022** 19:36:42 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**02 / 26 / 2022** 19:37:07 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**02 / 26 / 2022** 19:37:20 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 40.94.29.224
SIGNED	**02 / 28 / 2022** 08:14:29 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
COMPLETED	**02 / 28 / 2022** 08:14:29 UTC-5	The document has been completed.

CONTRACT#: OFN/ 220132

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **OFFICE FURNITURE 4 LESS, LLC**, a for-profit limited liability company organized and duly authorized to conduct business in the State of Florida (EIN#: 27-1527188) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Customer agree as follows:

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **2140 NE 36TH AVE, STE 300, OCALA FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWENTY-FOUR MONTHS (24 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the

monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial service rate under this Agreement shall be **NINETY-NINE AND NO/100 DOLLARS PER MONTH ($99.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within **THIRTY (30) DAYS** of such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment,

cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

D. **Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

E. **Severability of Illegal Provisions**. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

H. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

I. **Entire Agreement.** This Agreement, including exhibits, (if any) contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

J. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which will constitute the same instrument.

K. **Electronic Signatures.** Customer, if, and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

Office Furniture 4 Less, LLC
2140 NE 36th Ave, Ste 300
Ocala, FL 34470 Attn: Josh McKnight
Tele: 352-414-7600
E-Mail: josh@phonesandinternet.com

M. **Attorney Fees.** If any civil action, or other legal proceeding, is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

Exhibit A- Service Pricing

Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 02/16/2022.

OFFICE FURNITURE 4 LESS, LLC

MGR/MBR

By: BECKY LISS
(Printed Name)

MGR/MBR
(Title)

2/17/22

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

2140 NE 36TH AVE, STE 300, OCALA

(Commercial Shared Internet - Silver)

Total Recurring Monthly Rate:

$ 99.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

EXHIBIT B - OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What is a Fair Use Policy (FUP)?

A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

Why a FUP is needed?

As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What happens if a FUP breach happens?

OFN will throttle back on their available internet bandwidth for a period of time.

Legal considerations:

OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

i. violates any Law;
ii. constitutes harassment;
iii. promotes or encourages illegal or socially unacceptable or irresponsible behavior;
iv. is in breach of any third-party rights (including any third-party intellectual property rights);
v. has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
vi. damages or may damage our name and/or reputation

Do not violate anyone's systems or network security:

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:

vii. unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
viii. unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
ix. unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):

x. programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
xi. tools designed to compromise the security of other sites;
xii. programs or services designed to send or facilitate the sending of unsolicited advertisements; or
xiii. programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	17581.original
DOCUMENT ID	21d59b7eadcb76fe4cba355d57a913b73897c474
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**02 / 18 / 2022** 13:13:46 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**02 / 18 / 2022** 15:30:32 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**02 / 18 / 2022** 15:30:41 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**02 / 18 / 2022** 17:38:08 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 68.204.130.36
SIGNED	**02 / 18 / 2022** 17:38:15 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 68.204.130.36
COMPLETED	**02 / 18 / 2022** 17:38:15 UTC-5	The document has been completed.

OCALA

CONTRACT#: OFN/220140

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **ROBERT BOYER**, a for-profit sole proprietorship company organized and duly authorized to conduct business in the State of Florida ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Customer agree as follows:

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

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3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **5460 SW 7TH AVENUE RD, OCALA FL.**

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWENTY-FOUR MONTHS (24 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the

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monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial service rate under this Agreement shall be **ONE HUNDRED FIFTY-NINE AND NO/100 DOLLARS PER MONTH ($159.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within **THIRTY (30) DAYS** of such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment,

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cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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IF THE CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

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E. **Severability of Illegal Provisions**. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

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G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

H. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

I. **Entire Agreement.** This Agreement, including exhibits, (if any) contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

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Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

Doc ID: 57831cb706c7d95f24dd2d0ea29cb565808 1346

Robert Boyer
5460 SW 7th Avenue Rd
Ocala, FL 34471 Attn: Robert Boyer
Tele: 352-812-3967
E-Mail: robertboyer@balancedmech.com

M. **Attorney Fees.** If any civil action, or other legal proceeding, is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs.

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O. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

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Exhibit A- Service Pricing

Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 2/23/22.

ROBERT BOYER

Robert M Boyer

By: Robert M. Boyer
(Printed Name)

Owner
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

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CONTRACT#: OFN/

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: 24 MONTH TERM

5460 SW 7TH AVENUE RD, OCALA

(Commercial Shared Internet - Platinum)

Total Recurring Monthly Rate:

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Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

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OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

i. violates any Law;
ii. constitutes harassment;
iii. promotes or encourages illegal or socially unacceptable or irresponsible behavior;
iv. is in breach of any third-party rights (including any third-party intellectual property rights);
v. has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
vi. damages or may damage our name and/or reputation

Do not violate anyone's systems or network security:

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:

vii. unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
viii. unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
ix. unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):

x. programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
xi. tools designed to compromise the security of other sites;
xii. programs or services designed to send or facilitate the sending of unsolicited advertisements; or
xiii. programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

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HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	17722.original
DOCUMENT ID	57831cb706c7d95f24dd2d0ea29cb5658080c3d0
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

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VIEWED	**02 / 26 / 2022** 19:37:51 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
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CONTRACT#: OFN/ 320127

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **THE CAMACHO TEAM, LLC**, a for-profit limited liability company organized and duly authorized to conduct business in the State of Florida (EIN#: 47-1313781) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Customer agree as follows:

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **1601 SW COLLEGE RD, OCALA FL.**

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **THIRTY-SIX MONTHS (36 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial

service rate under this Agreement shall be **NINETY-NINE AND NO/100 DOLLARS PER MONTH ($99.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within **THIRTY (30) DAYS** of such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the

event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

D. **Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

E. **Severability of Illegal Provisions**. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

H. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

I. **Entire Agreement.** This Agreement, including exhibits, (if any) contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

J. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which will constitute the same instrument.

K. **Electronic Signatures.** Customer, if, and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

The Camacho Team, LLC
1601 SW College Rd
Ocala, FL 34471 Attn: Romel Camacho / Veronica Marrero
Tele: 352-895-9044
E-Mail: veronica@thecamachoteam.com

M. **Attorney Fees.** If any civil action, or other legal proceeding, is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

Exhibit A- Service Pricing
Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 2/15/2022.

THE CAMACHO TEAM, LLC

By: ROMEL CAMACHO
(Printed Name)

OWNER
(Title)

CITY OF OCALA

Bill Kauffman
Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **36 MONTH TERM**

1601 SW COLLEGE RD, OCALA

(Commercial Shared Internet - Silver)

Total Recurring Monthly Rate:

$ 99.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

EXHIBIT B - OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What is a Fair Use Policy (FUP)?
A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

Why a FUP is needed?
As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What happens if a FUP breach happens?
OFN will throttle back on their available internet bandwidth for a period of time.

Legal considerations:
OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

i. violates any Law;
ii. constitutes harassment;
iii. promotes or encourages illegal or socially unacceptable or irresponsible behavior;
iv. is in breach of any third-party rights (including any third-party intellectual property rights);
v. has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
vi. damages or may damage our name and/or reputation

Do not violate anyone's systems or network security:
You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:

vii. unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
viii. unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
ix. unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):

x. programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
xi. tools designed to compromise the security of other sites;
xii. programs or services designed to send or facilitate the sending of unsolicited advertisements; or
xiii. programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

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HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	17477.original
DOCUMENT ID	7fe4797dfaf0b7f24b566e3ab095fc797fe52247
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STATUS	• Signed

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SENT	**02 / 18 / 2022** 09:30:23 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**02 / 18 / 2022** 15:31:00 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**02 / 18 / 2022** 15:31:10 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**02 / 18 / 2022** 17:37:45 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 68.204.130.36
SIGNED	**02 / 18 / 2022** 17:37:53 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 68.204.130.36
COMPLETED	**02 / 18 / 2022** 17:37:53 UTC-5	The document has been completed.

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **TLC DIESEL SERVICE, LLC**, a for-profit limited liability company organized and duly authorized to conduct business in the State of Florida (EIN#: 82-4775694) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Customer agree as follows:

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

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3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **1342 SE 15TH ST, OCALA FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWENTY-FOUR MONTHS (24 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial

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service rate under this Agreement shall be **NINETY-NINE AND NO/100 DOLLARS PER MONTH ($99.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within **THIRTY (30) DAYS** of such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the

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event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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IF THE CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

D. **Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

E. **Severability of Illegal Provisions**. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

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F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

H. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

I. **Entire Agreement.** This Agreement, including exhibits, (if any) contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

J. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which will constitute the same instrument.

K. **Electronic Signatures.** Customer, if, and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

Doc ID: 71d70d85a6cd03a46e8a8f829efca3fd14afe618

TLC Diesel Service, LLC
1342 SE 15th St
Ocala, FL 34471 Attn: Kathryn Carroll
Tele: 386-972-8504
E-Mail: kadee.carroll@gmail.com

M. **Attorney Fees.** If any civil action, or other legal proceeding, is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

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in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

Exhibit A- Service Pricing
Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on Feb. 8, 2022.

TLC DIESEL SERVICE, LLC

Kathryn D Carroll

By: Kathryn D. Carroll
(Printed Name)

Authorized member & owner
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

Doc ID: 71d70d85a6cd03a46e8a8f829efca3fd14afe618

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

1342 SE 15TH ST, OCALA FL

(Commercial Shared Internet - Silver)

Total Recurring Monthly Rate:

$ 99.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

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EXHIBIT B - OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What is a Fair Use Policy (FUP)?

A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

Why a FUP is needed?

As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What happens if a FUP breach happens?

OFN will throttle back on their available internet bandwidth for a period of time.

Legal considerations:

OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

i. violates any Law;
ii. constitutes harassment;
iii. promotes or encourages illegal or socially unacceptable or irresponsible behavior;
iv. is in breach of any third-party rights (including any third-party intellectual property rights);
v. has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
vi. damages or may damage our name and/or reputation

Do not violate anyone's systems or network security:

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:

vii. unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
viii. unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
ix. unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):

x. programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
xi. tools designed to compromise the security of other sites;
xii. programs or services designed to send or facilitate the sending of unsolicited advertisements; or
xiii. programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

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HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	17243.original
DOCUMENT ID	71d70d85a6cd03a46e8a8f829efca3fd14afe618
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**02 / 18 / 2022** 09:01:19 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**02 / 18 / 2022** 15:18:14 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**02 / 18 / 2022** 15:18:25 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**02 / 18 / 2022** 18:29:51 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 68.204.130.36
SIGNED	**02 / 18 / 2022** 18:29:59 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 68.204.130.36
COMPLETED	**02 / 18 / 2022** 18:29:59 UTC-5	The document has been completed.

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **URGENT CARE OF OCALA, LLC**, a for-profit limited liability company organized and duly authorized to conduct business in the State of Florida (EIN#: 87-2431644) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Customer agree as follows:

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **419 SW 15TH ST, OCALA FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWELVE MONTHS (12 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial

service rate under this Agreement shall be **NINETY-NINE AND NO/100 DOLLARS PER MONTH ($99.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within **THIRTY (30) DAYS** of such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the

event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

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A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

D. **Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

E. **Severability of Illegal Provisions**. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

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G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

H. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

I. **Entire Agreement.** This Agreement, including exhibits, (if any) contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

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L. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

Urgent Care of Ocala, LLC
419 SW 15th St
Ocala, FL 34471 Attn: Dr. Sanjay Patel
Tele: 352-208-3452
E-Mail: operations@ocalauc.com

M. **Attorney Fees.** If any civil action, or other legal proceeding, is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

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in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

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Exhibit A- Service Pricing

Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 02 / 18 / 2022.

URGENT CARE OF OCALA, LLC

SNEHAL PATEL

By: SNEHAL PATEL
(Printed Name)

OPERATIONS MANAGER
(Title)

CITY OF OCALA

Bill Kauffman

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **12 MONTH TERM**

419 SW 15TH ST, OCALA FL

(Commercial Shared Internet - Silver)

Total Recurring Monthly Rate:

$ 99.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

EXHIBIT B - OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What is a Fair Use Policy (FUP)?

A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

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As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What happens if a FUP breach happens?

OFN will throttle back on their available internet bandwidth for a period of time.

Legal considerations:

OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

i. violates any Law;
ii. constitutes harassment;
iii. promotes or encourages illegal or socially unacceptable or irresponsible behavior;
iv. is in breach of any third-party rights (including any third-party intellectual property rights);
v. has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
vi. damages or may damage our name and/or reputation

Do not violate anyone's systems or network security:

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:

vii. unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
viii. unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
ix. unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):

x. programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
xi. tools designed to compromise the security of other sites;
xii. programs or services designed to send or facilitate the sending of unsolicited advertisements; or
xiii. programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Lease Agreement for Fiber Optic Services -...
FILE NAME	17227.original
DOCUMENT ID	b4bc8b0ea958e5ee2fcb9c5180095be375fde388
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**02 / 18 / 2022** 08:41:52 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**02 / 18 / 2022** 15:17:41 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**02 / 18 / 2022** 15:17:56 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**02 / 18 / 2022** 18:30:18 UTC-5	Viewed by William Kauffman (wkauffman@ocalafl.org) IP: 68.204.130.36
SIGNED	**02 / 18 / 2022** 18:30:27 UTC-5	Signed by William Kauffman (wkauffman@ocalafl.org) IP: 68.204.130.36
COMPLETED	**02 / 18 / 2022** 18:30:27 UTC-5	The document has been completed.

Contract No. 211107325346

Products and Services Agreement

This Products and Services Agreement ("Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.**, as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and City of Ocala ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.City of Ocala

1. **SERVICES**. CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.

2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.

3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.

4. **ENTITY**. For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

By: Gregory M. Fallacara
Printed: Gregory M. Fallacara
Title: Director I
Date: 12 / 21 / 2021

Address for Notices:
Sales Administration
665 Lexington Avenue
Mailstop: OHMANB0107
Mansfield, OH 44907

And if related to a dispute to:
CenturyLink – Attn: Sr. Assistant General Counsel, Commercial Law
5454 W. 110th Street
Overland Park, KS 66211

City of Ocala

By: Bill Kauffman
Printed: William Kauffman
Title: ACM / CFO
Date: 12 / 21 / 2021

Customer Address: CITY OF OCALA, 110 SE Watula Ave, 3rd Floor
OCALA, FL 34471-2148

Approved as to form and legality:
/s/ Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
City Attorney

Address for Notices (if different from above):

Sales Rep: Skip Lakey
Sales Rep Phone: 9042499229

Contract No. 211107325346

SERVICES LIST

1. **SERVICES**. CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the local operating company providing Services to Customer is listed on each Price Quote. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

   CenturyLink Price Quote Number(s): 21-003142

2. **PRICING.**

   2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.

   2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably

   2.3 **Additional Charges**. Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.

   2.4 **Additional Payment Requirements**. If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.

3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.

4. **TERMINATION**. If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.

5. **RELATED PRODUCT PURCHASES**. Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

City of Ocala
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 11/17/2021
Expire Quote Date: 2/7/2022
Customer Copy - Quote #: 21-003142

CenturyLink™

Customer Contact Information:
Company Name: City of Ocala
Billing Address: CITY OF OCALA, 110 SE Watula Ave, 3rd Floor
Billing City, State, Zip: OCALA FL 34471-2148
BAN ID: 432785605
Customer Contact Name:
Customer Contact Phone:
Customer Contact E-mail:

CenturyLink Contact Information:
Sales Person: Skip Lakey [1073004]
Email: skip.m.lakey@centurylink.com
Sales Contact Number: 904-249-9229
Dealer Code: 1073004

Teaming Sales Person: Jennifer Miller []
Email: Jennifer.Miller@centurylink.com
Teaming Sales Contact Number: 407 753-2659

Engineer: Will Mcfarlin
Email: will.mcfarlin@centurylink.com
Engineer Contact Number: 850-599-1075

Service Description: The following Term options reflect the total budgetary Monthly Recurring Revenue (MRR) and Non-Recurring Revenue (NRR) for all sites included in the quote. See subsequent pages for individual budgetary charges per site.

Type of Service: Metro Ethernet - Classic Enhanced Services
Term Agreement: 36 month
Total # of Sites included in this quote: 3

Site	Listing Name	MRR	NRR
A	Lecanto	$162.00	$0.00
B	The Villages	$162.00	$0.00
C	Lady Lake	$85.00	$0.00
	TOTAL	**$409.00**	**$0.00**

City of Ocala
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 11/17/2021
Expire Quote Date: 2/7/2022
Customer Copy - Quote #: 21-003142

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: Lecanto
Address: 522 N LECANTO HWY
City, State, Zip: LECANTO, FL, 34461
NPA-NXX:
On Site Contact Name: Billy Weakland
Work TN: 352-351-6700
Circuit ID: 25.L3XX.301041..UFLG

Telco Central Office Information:

Telco A: Embarq Florida, Inc.
Serving Central Office CLLI: BVHLFLXA02W
Serving Central Office Address: 31 N MONROE ST
Serving Central Office City, State, Zip: BEVERLY HILLS, FL 34465

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
A	1	PP3CEZ106	E162A	30Mbps Enhanced Ethernet - Classic	$383.00	$383.00		
				TOTAL		**$383.00**		**$0.00**

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
A	1	PP3CEZ113	E164	100Mbps Enhanced Ethernet - Classic	$545.00	$545.00		
				TOTAL		**$545.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: Metro Ethernet - Classic Enhanced Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

City of Ocala
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 11/17/2021
Expire Quote Date: 2/7/2022
Customer Copy - Quote #: 21-003142

CenturyLink™

Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.

City of Ocala
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 11/17/2021
Expire Quote Date: 2/7/2022
Customer Copy - Quote #: 21-003142

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: The Villages
Address: 1540 CLEMENTE CT
City, State, Zip: THE VILLAGES, FL, 32159
NPA-NXX:
On Site Contact Name: Billy Weakland
Work TN: 352-351-6700
Circuit ID: 25.L3XX.301043..UFLG

Telco Central Office Information:

Telco B: Embarq Florida, Inc.
Serving Central Office CLLI: LDLKFLXA06W
Serving Central Office Address: 121 E LADY LAKE BLVD
Serving Central Office City, State, Zip: LADY LAKE, FL 32159

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
B	1	PP3CEZ106	E162A	30Mbps Enhanced Ethernet - Classic	$383.00	$383.00		
				TOTAL		**$383.00**		**$0.00**

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
B	1	PP3CEZ113	E164	100Mbps Enhanced Ethernet - Classic	$545.00	$545.00		
				TOTAL		**$545.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: Metro Ethernet - Classic Enhanced Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

City of Ocala
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 11/17/2021
Expire Quote Date: 2/7/2022
Customer Copy - Quote #: 21-003142

CenturyLink™

Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.

City of Ocala
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 11/17/2021
Expire Quote Date: 2/7/2022
Customer Copy - Quote #: 21-003142

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: Lady Lake
Address: 808 HIGHWAY 466
City, State, Zip: LADY LAKE, FL, 32159
NPA-NXX:
On Site Contact Name: Billy Weakland
Work TN: 352-351-6700
Circuit ID: 25.L3XX.215260..UFLG

Telco Central Office Information:

Telco C: Embarq Florida, Inc.
Serving Central Office CLLI: LDLKFLXA06W
Serving Central Office Address: 121 E LADY LAKE BLVD
Serving Central Office City, State, Zip: LADY LAKE, FL 32159

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
C	1	PP3CEZ105	E162	20Mbps Enhanced Ethernet - Classic	$460.00	$460.00		
				TOTAL		**$460.00**		**$0.00**

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
C	1	PP3CEZ113	E164	100Mbps Enhanced Ethernet - Classic	$545.00	$545.00		
				TOTAL		**$545.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: Metro Ethernet - Classic Enhanced Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

CenturyLink™

Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.

Customer Responsibilities – Ethernet Services described in this Price Quote

If the following responsibilities are not completed before installation of the Ethernet services described in this Price Quote ("Ethernet Services"), CenturyLink reserves the right, at its sole discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement (to which this Price Quote is incorporated) with respect to Ethernet Services and any associated services utilizing Ethernet Services.

1. Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer's responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water.

   Conduit is not required when Ethernet Service is provisioned over copper or circuit bonding technology, 50 Mbps or less. Ethernet Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.

2. Customer must provide one 20 x 44 x ¾ inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack.

   If Customer is in a multi-tenant building and the shared building terminal at Customer's location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24" x 24" x 9" cabinet with ¾" plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.

3. Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All CenturyLink Ethernet Services-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point, is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.

4. Customer must ensure 4 consecutive rack units of space in a 19" data rack are available for Ethernet Services. Customer must provide space in a 19" wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.

5. Customer must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterrupted power supply (UPS) on the AC, Ethernet Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. CenturyLink will provide for an additional charge upon request.

6. Customer must complete inside wiring before the arrival of the CenturyLink installation technicians. Customer must extend the wiring from the demarcation point to the location where the Ethernet Services will be used.

   CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the

demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.

7. Customer must confirm Ethernet Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Ethernet Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.

8. Customer must confirm that its Local Area Network ("LAN") has an appropriate Ethernet Service port available to provide the desired network functionality and is within the distance required by Ethernet Service specifications. Customer will program the Ethernet Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the CenturyLink Ethernet Service-enabling equipment. Customer will provide an appropriate Ethernet Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.

9. Ethernet Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer's responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer's network. If Customer only requires Layer 2 bridging (a flat network) across the Ethernet Services, then a standard Ethernet Service switch port is all that is required.

10. The CenturyLink installer will not connect Ethernet Services to Customer's LAN. CenturyLink installers will install the hardware and identify a port for connection. CenturyLink highly recommends the use of a qualified networking vendor to assist with LAN configuration. A CenturyLink Account Executive can provide pricing for CenturyLink network configuration for Ethernet Services.

Ethernet Services will be installed at your site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify CenturyLink as soon as it becomes aware of its inability.

EMBARQ CLASSIC ETHERNET SERVICES ANNEX

The following terms and conditions, together with the EMBARQ Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions") and the applicable cover agreement, (collectively, the "Agreement") will govern Customer's use of EMBARQ Classic Ethernet Services ("Services") provided by the applicable CenturyLink operating company supporting Customer's locations. To the extent permitted by law, Services are offered on an Individual Case Basis in lieu of any terms and conditions under CenturyLink Tariffs.

1. Services Description and Types

1.1 Services Description. The Services are a standards-based high-speed packet transport technology used for the interconnection of Local Area Networks ("LANs") within a metropolitan area. The Services deliver access from Customer's LAN to the CenturyLink network. The Services protect data privacy by using specialized screening software, which permits subscribers to access only their data. The Services are offered for local and intraLATA use where CenturyLink facilities exist. Each Ethernet connection is full duplex, symmetrical bandwidth with a single rate element that consists of the following:

A. User-to-Network Interface ("UNI"). The UNI is the physical interface between CenturyLink and Customer. The UNI includes:

(1) an Ethernet port connection at Customer's premises; and

(2) the physical transport to the CenturyLink switched Ethernet network.

B. Ethernet Virtual Connection ("EVC").

(1) EVC is the logical connection of an Ethernet service that connects two or more locations.

C. Class of Service. Customer can purchase an optional Class of Service ("COS") for an additional Monthly Recurring Charge ("MRC"). COS provides the ability to prioritize certain identifiable traffic flows across the CenturyLink switched Ethernet Network. Based on CenturyLink-provided mapping criteria, Customer must notify CenturyLink on how to mark and prioritize its traffic. After notification from Customer, CenturyLink will classify the traffic accordingly, as described in the following subsections. The two COSs are as follows.

(1) Gold COS. This prioritization will apply to Customer-designated traffic marked with priority of 4 to 6 on the CenturyLink switched Ethernet network. Gold COS is designed for Jitter and Network Latency (delay) sensitive applications like voice and video.

(2) Silver COS. This prioritization will apply to Customer-designated traffic markets with a priority of 1 to 3 on the CenturyLink switched Ethernet network. Silver COS will carry high priority business applications across the CenturyLink network.

D. Ethernet Network Interface Device ("E-NID").

(1) To deliver the Services, CenturyLink will place the E-NID at Customer premise. The E-NID is owned and managed by CenturyLink. The E-NID supports 24x7 proactive network monitoring, management, troubleshooting, and resolution from the CenturyLink central office to the E-NID on Customer premise. The E-NID allows for the convergence of multiple service options over one common facility for network aggregation. The E-NID is considered CenturyLink's point of demarcation.

(2) Installation of E-NID. CenturyLink will procure, receive stage, configure, and test the E-NID before installation at Customer's premise. CenturyLink will install the E-NID at a mutually agreed upon time from 8:00 am to 5:00 pm Monday through Friday local time excluding CenturyLink-observed holidays

("Normal Business Hours"). CenturyLink may charge a fee for installation outside Normal Business Hours. CenturyLink may, in its sole discretion, outsource installation of the E-NID to a third party that is capable of performing the installation; provided, however, CenturyLink will remain responsible for any such outsourced installation supplied by a third party.

(3) Customer will pay CenturyLink for replacement of an E-NID that is damaged as a result of Customer's failure to comply with this Section, including installation costs of the replacement E-NID. Additionally, Customer must continue to pay the charges for the Service provided by CenturyLink for the remainder of the Order Term, regardless of whether or not the damaged E-NID is replaced.

(4) Customer must ensure the security of the E-NID located within Customer's premises and Customer will reimburse CenturyLink for any loss or damage to the E-NID caused by Customer's failure to properly secure Customer's premises and/or restrict or monitor access to the NID. Customer will not access, reconfigure, attempt to repair, connect to or alter the NID except as expressly requested by CenturyLink.

1.2 Services Types and Technical Specifications

A. Services Types.

(1) **Ethernet Local Area Network ("E-LAN").** A service type used to provide a full mesh where any to any connectivity is required, i.e. multipoint-to-multipoint. Typically used where all sites need to talk to each other. All traffic is sent to all Customer sites.

(2) **Ethernet Private Line ("EPL").** A service type used to provide point-to-point connectivity between two sites.

B. Technical Specifications.

(1) Services are available to customers whose serving central office is equipped with CenturyLink Classic Ethernet Services equipment and located within 28 km or 15 miles from the serving central office.

(2) The Services operate over a shared infrastructure that provides bi-directional transmission of data based on the Ethernet standards and operates at the Layer 2 of the OSI reference model.

(3) The network demarcation point is a standard Ethernet interface of 802.3 (Ethernet), 802.3u (Fast Ethernet) or 802.3z (Gigabit Ethernet) LAN interface on the CenturyLink Ethernet Services equipment at the subscriber premises. CenturyLink Ethernet Services network access for 802.3 interface is provided at 10 Mbps, while 802.3u network access is provided at 100 Mbps and 802.3z network access is provided at 1 Gigabit (1000 Mbps).

1.3 Customer Certification. Customer certifies (1) that no more than 10% of the Services will be for the transport of interstate data and (2) that it will not interconnect the Services with another carrier for voice-over internet protocol applications or services and will not use the Services to connect to the public switched telephone network ("PSTN").

2. Order Term.

2.1 The Order Term for the Services is designated in the Agreement.

2.2. Termination Liability Charges will not apply when Services, or a rate element of Services, are disconnected before expiration of the Order Term as a result of a change in terms and conditions or Customer-requested upgrade to a next generation service offering, under the following conditions:

A. The Order Term for the new service offering is equal to or exceeds the remaining service period of the disconnected Order Term, and

B. The Orders to install the new service and disconnect the old Services are related together, and there is no lapse in service between the installation of the new service and the disconnection of the old Services, and

C. The Orders to install the new service and disconnect the old Services are for the same Customer at the same location.

2.3. CenturyLink will determine whether the new service qualifies as a next generation service offering.

2.4. Nonrecurring charges and Service Order Charges for the new service will apply according to the requirements of the new service.

2.5. Temporary Suspension of Service (Vacation Service), at Customer's request, is not allowed for the Services.

3. Responsibilities of the Parties.

3.1 Responsibility of CenturyLink.

A. CenturyLink's responsibility is limited to the furnishing and maintenance of the Services to a network interface device on Customer's premises where provision is made for the connection of local service.

B. CenturyLink is not responsible if changes in any of its facilities, operations or procedures utilized in the provision of the Services render any facilities or equipment provided by Customer obsolete, or requires modification or alteration of such equipment or system or otherwise affects its use or performance.

C. Maintenance.

(1) Preventive Maintenance. To maintain the quality of the Services, CenturyLink reserves the right to perform preventative maintenance and software updates to the network. CenturyLink has classified maintenance as follows:

(a) Scheduled Maintenance. Scheduled maintenance is performed for functions such as hardware and software upgrades and network optimization. CenturyLink will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity. CenturyLink will provide advance notice of all scheduled maintenance through the Event Reporting Information Console system (ERIC), a self-subscribed, self-managed reporting tool.

(b) Demand Maintenance. Demand maintenance may occur as a result of unexpected events and is performed when the Ethernet Services network elements are in jeopardy. CenturyLink will perform this type of maintenance at its discretion. Due to the nature of demand maintenance, prior notification may not be possible; however, Customer will be informed when the maintenance has been completed.

(2) Notification. CenturyLink will provide on-line notification of Scheduled Maintenance and unexpected events through ERIC. Customers can create and manage their subscription rules and create custom notification preferences based on service and location using the following URL: <http://www.centurylinkservices.net/events/>. ERIC notices are also posted to the customer access website for reference at any time before, during and shortly after the event. This system currently allows web-based status checks on current event notifications.

3.2 Responsibility of Customer. To ensure a smooth installation, the following responsibilities must be completed before installation of the Services, CenturyLink reserves the right, at its sole

discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement with respect to Services and any associated services utilizing Services. Services will be installed at Customer's site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify CenturyLink as soon as it becomes aware of its inability.

A. **Traffic Marking.** Customer must appropriately mark the traffic for COS treatment as described in Section 1 based on CenturyLink-provided mapping criteria. CenturyLink will support a maximum frame size of 1536 bytes coming into the E-NID. CenturyLink will not support auto-negotiate. All circuits are set to full duplex and the purchased CIR determines the physical port speed (either 10/100 Mbps or 1 Gigabit).

B. **Media Access Control (MAC) Learning**. CenturyLink will support a default MAC learning per site up to 40 MAC addresses. It is Customer's responsibility to place a router at the location to manage accordingly.

C. **Throughput Requirement.** To protect the CenturyLink network from traffic storms, traffic controls are used to limit VLANs based on broadcast and multi-cast traffic. CenturyLink will impose a default of 1 Mbps of broadcast and multi-cast traffic per site. It is Customer's responsibility to notify if greater that 1 Mbps of broadcast or multi-cast traffic needs to be supported. CenturyLink will evaluate if additional broadcast or multi-cast can be supported.

D. Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer's responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water. Conduit is not required when Services are provisioned over copper or circuit bonding technology, 50 Mbps or less. Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.

E. Customer must provide one 20 x 44 x ¾ inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack. If Customer is in a multi-tenant building and the shared building terminal at Customer's location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24" x 24" x 9" cabinet with ¾" plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.

F. Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All Service-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.

G. Customer must ensure 4 consecutive rack units of space in a 19" data rack are available for Services. Customer must provide space in a 19" wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.

H. Customer must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterrupted power supply (UPS) on the AC, Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. CenturyLink will provide for an additional charge upon request.

I. Customer must complete inside wiring before the arrival of the CenturyLink installation technicians. Customer must extend the wiring from the demarcation point to the location where the Services will be used. CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.

J. Customer must confirm Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.

K. Customer must confirm that its Local Area Network ("LAN") has an appropriate Service port available to provide the desired network functionality and is within the distance required by Service specifications. Customer will program the Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the Service-enabling equipment. Customer will provide an appropriate Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.

L. Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer's responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer's network. If Customer only requires Layer 2 bridging (a flat network) across the Services, a standard Service switch port is all that is required.

M. The CenturyLink installer will not connect Services to Customer's LAN. CenturyLink installers will install the hardware and identify a port for connection. CenturyLink highly recommends the use of a qualified networking vendor to assist with LAN configuration. A CenturyLink Account Executive can provide pricing for CenturyLink network configuration for Services.

N. **Access to Premises.** Customer will provide CenturyLink maintenance personnel or contractors with access to CenturyLink's equipment placed at Customer's premises for regular maintenance and service. If Customer resides in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point (the location where the Local Phone Company wires enters Customer's building), is accessible to the CenturyLink technician. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation.

O. **Location of Utilities.** If construction is required, CenturyLink will not begin construction until Customer locates all private utilities on its premises.

P. Customer is responsible for payment of a Trouble Location Charge for visits by CenturyLink to Customer's premises where the service difficulty or trouble report results from the use of equipment or facilities provided by Customer.

Q. Customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by CenturyLink without the prior written consent of CenturyLink.

R. For maintenance purposes, upon CenturyLink's request, Customer will be responsible for notifying CenturyLink of the type of terminating equipment used.

4. Components and Rate Elements for Services.

4.1. Monthly Recurring Charge ("MRC"). CenturyLink will charge Customer a MRC for the Services. The components of the MRC are the following:

A. Transport. Availability of speeds may vary by metropolitan area.

B. CenturyLink-owned Edge Equipment. The CenturyLink-owned Edge Equipment is used to deliver Services and serve as CenturyLink's management device between the central office and the last mile connection at the customer premise. CenturyLink-owned Edge Equipment allows for the convergence of multiple service options over one common facility for network aggregation. The CenturyLink-provided Ethernet Equipment is the responsibility of CenturyLink including provisioning, maintenance and repair or replacement. The CenturyLink-provided Ethernet Edge Equipment is considered CenturyLink's demarcation point.

C. Monitoring. 24x7 network proactive monitoring and troubleshooting from CenturyLink's central office to the CenturyLink-owned Ethernet switch on the customer premise.

D. Aggregation Port. CenturyLink will assign a specific port on the CenturyLink-owned Ethernet switch to accept multiple VLANs from Customer. The assigned port will be the aggregation point from Customer that connects to CenturyLink's Ethernet network. The aggregation port will assign a VLAN tag at ingress and forward the traffic across CenturyLink's Ethernet network, removing the tag at egress. It is Customer's responsibility to provide the appropriate VLAN tag on any frames being transmitted. Any untagged frame received at the ingress of the aggregation port will be dropped.

E. COS. CenturyLink will charge an additional MRC for Customer's selection of an optional COS.

4.2. Nonrecurring Charges ("NRCs"). CenturyLink will charge Customer NRCs for the initial installation of a Local Channel Connection to a given serving central office and for any rearrangement of an existing Local Channel Connection.

4.3 Move Charge. CenturyLink will charge Customer a Move Charge for a Local Channel Connection moved to a new location, even when moved on the same premises. The Move Charge applies in addition to a Service Order Charge.

4.4. Service Order Charge. A Service Order Charge is applicable per each Customer request.

4.5. Special Construction Charges. Special Construction Charges may be applicable under special conditions. CenturyLink may charge Customer when technical limitations and/or the lack of facilities exist, or if it is necessary to construct facilities to satisfy service requests.

5. Service Level Agreement ("SLA").

5.1 SLA. To demonstrate CenturyLink's commitment to our business customers and the reliability and quality of our data services, CenturyLink has established the following SLA within CenturyLink-established Metro Areas. The definition of a Metro Area is defined by CenturyLink, in its sole discretion, based on current Ethernet availability. CenturyLink may adjust its Metro Areas at any time, even within an Order Term, without prior notice to Customer. As a result, the

SLA described in this section may not be available at all times for any or all of Customer's Service locations

5.2 **Commitment.** Within Metro Areas, the following SLA will apply to all Service Types described in Section 1 above: CenturyLink's commitment is 99.9% Network Availability.

A. **Network Availability.** Network Availability is the ability to transmit data over the CenturyLink switched Ethernet Network. Network Availability does not mean Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach Customer, as there are many factors, outside of CenturyLink's control, that can affect an end-to-end connection. Network Availability is calculated by dividing the average number of minutes that the Services are available for Customer use by the total number of minutes in each calendar month and multiplying by 100.

B. **Network Availability Service Interruption.** A Service Interruption is defined as a complete loss of Network Availability affecting Customer's ability to transmit data over the CenturyLink switched Ethernet network. Service Interruption Time is defined as the total time in a calendar month that Customer's Ethernet circuit is unable to transmit or receive data due to core transport failure. Service Interruption Time does not include interruptions of less than 20 consecutive minutes in duration, time attributed to Customer's delay in responding to CenturyLink's requests for assistance to repair a Service Interruption, or the exclusions listed below.

C. CenturyLink Data Services, Advanced Network Services ("ANS") personnel proactively monitor the CenturyLink switched Ethernet network to ensure that the network is performing at optimal levels 24 hours per day, 365 days per year. CenturyLink monitors the core network from central office to central office and monitors the Ethernet links between the CenturyLink central office and E-NID on the Customer's premise. The E-NID collects critical data keeping ANS personnel apprised of the overall integrity of last mile connection. Any failure to communicate with the E-NID at the Customer's premise will initiate the trouble isolation and repair process and ANS will begin trouble shooting the problem.

(1) In the event of a Service Interruption at the Customer's premise, ANS personnel will contact Customer within 30 minutes providing them a trouble ticket number and a status. ANS will provide customer notification and status updates every two (2) hours until the problem is resolved. In the event the Service Interruption is the result of a hardware failure from the E-NID, CenturyLink will dispatch a repair technician to the affected Customer site to repair or replace the E-NID. Customer must provide CenturyLink with its current, accurate contact information, including Customer's designated representative and its hours of business operation, at all times. Customer's designated representative can contact the ANS operation center at anytime by calling 800-603-8044 or 407-741-0500.

(2) In the event of a Service Interruption affecting, at a minimum, a Metro Area within the CenturyLink switched Ethernet network beyond the Customer's premise, CenturyLink will send an automated message to Customer regarding the Service Interruption (if Customer previously has signed up to receive such automated messages). CenturyLink will send updates to Customer regarding such Service Interruption as more information is obtained.

(D) Service Interruption Time is measured from opening an CenturyLink trouble ticket for the affected circuit until restoring service for the affected circuit, less No Access and Hold Time. A trouble ticket is deemed open when the appropriate CenturyLink personnel receive notification of a trouble. A ticket is deemed restored when the repair agency restores the service and confirms with Customer. No Access Time is when CenturyLink has no access to the site and/or personnel at the site. Hold Time is the amount of time between the time Customer is notified of the repair and the time when the ticket is closed.

5.3 Service Credit.

A. If Customer believes CenturyLink has missed a commitment in Section 5.2, Customer must notify its CenturyLink Account Manager in writing within 15 business days after completion of the measurement period to request a Service Credit. Calculation of the Service Credit will begin upon notification.

B. Upon CenturyLink's verification of the underperformance, CenturyLink will issue a Service Credit to Customer for the affected site.

C. The methodology used to measure CenturyLink's performance against the applicable SLA is determined by CenturyLink in its sole and reasonable discretion and is subject to change without notice. CenturyLink will in good faith make all final determinations with respect to the existence or occurrence of a Service Interruption and the applicability of any Service Credit.

D. **Service Credit.** CenturyLink will provide a Service Credit equal to 1/30 of the MRC for the affected site for a Service Interruption of 20 consecutive minutes to one hour in duration plus an additional 1/30 of the MRC for each additional one hour of continuous unavailability.

5.4 Maximum Service Credits.

A. Service Credits issued in any calendar month under this SLA will not exceed Customer's total MRCs for the affected circuit.

B. In any calendar month, Customer may receive no more than three Service Credits with respect to any particular Customer site.

5.5 Exclusions. This SLA does not include Service Interruptions caused by:

A. Failure of any components beyond the core network maintained by CenturyLink such as the failure of any Customer-owned and/or maintained equipment or internal wiring on Customer's premise, beyond the local telephone company's demarcation device or smart-jack;

B. Inaccurate, incomplete or changes to previously accepted orders;

C. Troubles resolved as "No Trouble Found";

D. Failure of any components that CenturyLink cannot correct because Customer is inaccessible;

E. Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by Customer to use the data services, including without limitation, work repair or maintenance performed on Equipment located on Customer's premises by persons other than CenturyLink technicians;

F. Excused Service Interruptions due to planned and or scheduled maintenance;

G. Lost measurements due to CenturyLink's measurement system failure; or

H. Fiber optic cable cuts that are not the fault of CenturyLink.

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FILE NAME	FOR SIGNTURES - T... THE VILLAGES.pdf
DOCUMENT ID	a8a02ecaa48cb50729b3c10ff97a4d20d94dda40
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Out For Signature

Document History

SENT	**12 / 21 / 2021** 10:15:59 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) and William Kauffman (wkauffman@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**12 / 21 / 2021** 14:20:09 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
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VIEWED	**12 / 21 / 2021** 14:43:22 UTC-5	Viewed by Greg Fallacara (greg.fallacara@lumen.com) IP: 155.70.52.168
SIGNED	**12 / 21 / 2021** 14:45:29 UTC-5	Signed by Greg Fallacara (greg.fallacara@lumen.com) IP: 155.70.52.168
INCOMPLETE	**12 / 21 / 2021** 14:45:29 UTC-5	This document has not been fully executed by all signers.

AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION

THIS AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **APRIL KOHLER CRISWELL** ("Owner") and **BRUCE WAYNE WILEY, LLC** a Florida Limited Liability Company duly organized and authorized to do business in the State of Florida (EIN: 47-1267940) ("Contractor").

RECITALS:

WHEREAS, on February 2, 2022, City issued an Invitation to Bid ("ITB") for rehabilitative construction work on a residential home located at 2414 NW 15th AVE., OCALA, FLORIDA 34470, ITB No.: CDS/ 190415 (the "Solicitation"); and

WHEREAS, two (2) firm(s) responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Contractor was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee for rehabilitative construction work on the residential home located at 2414 NW 15th AVE., OCALA, FLORIDA 34470 (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors, if any, are qualified and possess the required licensure and skill to perform the work required for the Project; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the bid submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes.

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If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-6)

Exhibit B: Contractor's Price Proposal (B-1 through B-2)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit C, then (3) Exhibit B.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

4. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

City of Ocala Rehabilitation Standards Manual available at:
https://www.ocalafl.org/home/showpublisheddocument/504/637545378827730000

City of Ocala Metering Enclosure and Equipment Standards available at:
https://www.ocalafl.org/home/showpublisheddocument/328/637632311592430000

Florida Building Code (Most RecentEdition) available at:
https://floridabuilding.org/c/default.aspx.

In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.

5. **COMPENSATION.** City shall pay Contractor, on behalf of Owner, a maximum limiting amount of **FORTY-NINE THOUSAND, FOUR HUNDRED THIRTY EIGHTY DOLLARS AND 28/100 CENTS ($49,438.28)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The

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Contract Sum under this Agreement may only be adjusted by written amendment executed by both parties.

A. **Monthly Progress Payments**: The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.

B. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

C. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Community Development Services Department, Attn: CHRIS LEWIS, 201 SE 3RD STREET 2ND FLOOR, OCALA, FLORIDA 34471,**

Telephone: 352-425-7686; E-Mail: CLEWIS@OCALAFL.ORG .

D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

E. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; (iii) which fails to comply with any term, condition, or other requirement under this Agreement; or for (iv) representations provided in Contractor's billing statements that are wholly or partially inaccurate. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

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F. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Contractor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. **At no time will the Contractor be allowed to lag behind**.

B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within SEVENTY-FIVE (75) days of the start date indicated on the Notice to Proceed and ready for final payment within TEN (10) days of substantial completion**.

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **THREE (3)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

D. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement

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of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

E. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

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A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

(2) Contractor provides material that does not meet the specifications of the Agreement;

(3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

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(4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement

B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) placing a claim against the public construction bond; or (iii) any other remedy as provided by law.

D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work

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completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

9. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE HUNDRED AND NO/100 DOLLARS ($100)** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **FIFTY AND NO/100 DOLLARS ($50)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

   A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.

   B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

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C. **Non-Cumulative**. The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.

D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

10. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.

B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.

C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

11. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the

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Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

12. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
13. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
14. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

    A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

    C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.

    D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.

    E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

    F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida

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Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

15. **OWNER'S RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Owner:

A. **Cooperation**. Owner shall cooperate with City and Contractor during the performance of the work. Owner hereby designates City as its agent to oversee and approve Contractor's work and to authorize payment to Contractor for approved invoices.

B. **Access**. Owner shall grant access to the property subject to this Agreement. Owner may continue to occupy the property subject to this Agreement during Contractor's performance of the work unless otherwise agreed to by City, Contractor, and Owner. City shall not be responsible for relocating Owner during the pendency of the work.

C. **Personal Property and Storage**. Owner agrees to remove any personal property within the project construction area so as to not interfere with the progress of the work. Owner shall ensure Contractor has easy access in and around the project construction area for the operation of equipment required for the performance of the work. Owner will allow for the necessary movement and replacement of rugs, furniture, and/or storage boxes as necessary for Contractor's performance of the work. Owner shall be responsible for procuring at Owner's sole expense any needed external storage. City shall not be liable for damage to Owner's personal property due to Owner's failure to remove said personal property pursuant to this section.

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D. **Pets**. Owner shall secure any and all pets in a location which does not interfere with the performance of the work or the Contractor's ability to fulfill its requirements under this Agreement. All pets shall be the sole responsibility of the Owner at all times hereunder.

E. **Utilities.** Owner shall furnish and allow the use of electricity and water by Contractor at no additional cost to City or Contractor during Contractor's performance of the work.

F. **License to Photograph Property**. Owner expressly grants to City the right to photograph or film images of the property subject to this Agreement, including the exterior and interior of the home or other structure, for documentation, education, and publicity purposes provided that such use shall not be for commercial purposes.

G. **Color Coordination.** All colors for all materials shall be chosen by Owner at the time of execution of this Agreement from the pre-selected options provided by the Community Development Services Department. This section applies, but is not limited to, color selection for roofing, windows, interior and exterior paint, cabinets, flooring, plumbing fixtures, doors, trim, and appliances.

H. **Homeowner's Insurance**. No insurance is provided by City under this contract to cover Owner. City recommends that Owner obtain a homeowner's insurance or other comparable policy that is sufficient and adequate to produce Owner's interests and/or liabilities. I. **Lien on Property.**

(1) Owner agrees to occupy and remain in possession of the property subject to this Agreement for a period of not less than TWENTY (20) YEARS from the date of execution of this Agreement.

(2) Owner shall execute a Deferred Mortgage Loan equal to the total cost of rehabilitation set forth in the mortgage documents which names the City of Ocala as the lien holder. In the event that the amount set forth on the original Deferred Mortgage Loan does not represent the final cost of the rehabilitation services performed under this Agreement, Owner agrees to execute an amendment to the Deferred Mortgage Loan to reflect the true total cost of rehabilitation upon City's request.

(3) Owner's failure to comply with the provisions set forth herein shall constitute an event of default which may result in the acceleration of the repayment of the mortgage loan balance by Owner.

16. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this

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Agreement, the following provisions are the responsibility of Contractor:

A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

B. Contractor shall have a competent resident job superintendent at the project worksite. Contractor's superintendent shall be the Contractor's primary representative at the project worksite and shall have authority to act on behalf of Contractor. Any and all directives given to the superintendent shall be binding on Contractor

C. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.

D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.

E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.

F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.

G. Contractor shall be fully responsible for all acts and omissions of its subcontractors, employees, and other persons or organizations directly or indirectly employed by them.

H. Contractor shall utilize competent employees during the performance of the work. At the request of City, Contractor shall replace any incompetent, unfaithful, abusive, and/or disorderly person under Contractor's employ. City and Contractor shall each promptly notify the other of any complaints received. Smoking is prohibited at the Project worksite

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and Contractor shall ensure that its employees, subcontractors, and employees of its subcontractors abide by City's smoking regulations.

I. All Contractor and subcontractor vehicles shall have their company names located on the sides and all personnel shall be required to wear company attire. Contractor shall coordinate services with the City's Project Manager.

J. Contractor understands the use and/or possession of alcohol or drugs on a work sit is strictly prohibited. This is defined as either coming to the work site under the influence of alcohol/drugs or the use of alcohol/drugs on the work site. Contractor shall inform its subcontractors and employees of this policy. This policy shall be enforced at all times, including lunch, and before and after working hours on the site. Violation of this policy by Contractor, its employees, or its subcontractors shall be grounds for immediate termination of this Agreement by City and/or Owner.

K. Normal working hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday. Any changes in the work hours must be agreed to by City, Owner, Contractor, and any subcontractors.

L. Contractor shall not display any signs, posters, or other advertising matter in or on any part of work or around the site thereof without the specific approval in writing by City.

M. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow al inspections of all work by authorized personnel.

N. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

17. **RESPONSIBILITIES OF CITY.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Contractor:

A. City shall serve as agent for Owner and administer this Agreement for Owner as it is necessary to ensure the satisfactory performance of this Agreement.

B. City shall pay Contractor on behalf of Owner for the timely and satisfactory performance of the Work required under this Agreement.

C. City will require and enforce Contractor compliance with the terms, conditions, and procedures set forth in this Agreement.

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D. City shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.** City has the authority to stop work or to suspend any work for any reason.

18. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

19. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD-PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.

B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.

20. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.

21. **APPLICABLE FEDERAL PROVISIONS**.

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A. **Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. **Equal Employment Opportunity**. Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

C. **Copeland Anti-Kickback Act**. Contractor shall comply with the provisions with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

D. **Compliance in the Provision of Training, Employment, and Business Opportunities**. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (the "Department") and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. The parties to this Agreement shall comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

22. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Contractor with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Contractor shall name City as an additional insured under the insurance policy.

23. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

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A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations. C. Coverage for contractual liability is also required.

D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

24. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Contractor shall ensure any and all subcontractors have coverage as required by applicable statutes. City requires policies under this section to be endorsed to waive the insurer's right to subrogate against City and its officials, employees, volunteers by including a Waiver of Our Right to Recover from Others Endorsement (WC 00 03 13). Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

25. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided**. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

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B. Deductibles. Contractor is responsible for the amount of any deductible or self-insured retention. Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City.

C. Certificates of Insurance. Contractor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate at the certificate holder should be: **City of Ocala, Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail:** vendors@ocalafl.org. Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

*Non-rated insurers must be pre-approved by the City Risk Manager.

D. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

E. Severability of Interests. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to be endorsed to include a severability of interests/cross liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

26. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

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C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

27. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
    A. In addition to the requirements set forth in bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
    B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.
28. **WORK SITE AND CLEANUP.** Contractor shall confine construction equipment, stored materials, and the operations of workers to only those areas prescribed by City. Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.
29. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for

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employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

30. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
31. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
32. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it

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performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

33. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
34. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
35. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City

    Project Manager's certification as to the amount of such liability shall be final and conclusive.
36. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

37. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

38. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

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39. **E-VERIFY**. Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
40. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
41. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand

    on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
42. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the

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applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

43. **INDEMNITY.** Contractor and Owner shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, Owner, their agents, and their employees.

44. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

45. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Bruce Wayne Wiley, LLC Attention: Bruce Wiley 2107 NE 9th Street Ocala, FL 34470 Phone: 352-299-6929 E-mail: brucewiley58@gmail.com
If to City of Ocala as Agent for Owner:	Tiffany Kimball, Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8366

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Fax: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to: Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-579-6536
E-mail: rbatsel@lawyersocala.com

46. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

47. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION.

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EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

48. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
49. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
50. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
51. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
52. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
53. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation

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or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

54. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

55. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

56. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

57. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

58. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Sandra Wilson

Sandra Wilson
City Manager
Date: 02 / 17 / 2022

Reviewed and Approved by Community Development Services Department:

James Haynes

James Haynes, Director
Community Development Services

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

Bruce Wayne Wiley, LLC

Bruce Wiley

(Authorized Signatory)

By: Bruce Wayne Wiley
(Printed Name of Signatory)

Title: Bruce Wiley
(Title of Authorized Signatory)

Date: 02 / 15 / 2022

Witnesses for Property/Homeowner Signature:

(Signature of First Witness)

CHRISTOPHER CURLS
(Printed Name of First Witness)

(Signature of Second Witness)

James Haynes
(Printed Name of Second Witness)

PROPERTY/HOMEOWNER

(Signature of Property/Homeowner)

April Kohler Criswell
(Printed Name of Homeowner)

Date: 2/17/22

Doc ID: d23fda1754095f217e997ea865439b1ecf9b8ad7

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Housing Rehabilitation Agreement - Bruce...
FILE NAME	17230.original
DOCUMENT ID	d23fda1754095f217e997ea865439b1ecf9b8ad7
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**02 / 09 / 2022** 10:43:18 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Bruce Wayne Wiley, LLC (brucewiley58@gmail.com), James Haynes (jhaynes@ocalafl.org), Sandra Wilson (swilson@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**02 / 10 / 2022** 10:32:56 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**02 / 10 / 2022** 10:42:08 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**02 / 15 / 2022** 12:17:33 UTC-5	Viewed by Bruce Wayne Wiley, LLC (brucewiley58@gmail.com) IP: 174.212.2.175

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Housing Rehabilitation Agreement - Bruce...
FILE NAME	17230.original
DOCUMENT ID	d23fda1754095f217e997ea865439b1ecf9b8ad7
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SIGNED	**02 / 15 / 2022** 12:52:41 UTC-5	Signed by Bruce Wayne Wiley, LLC (brucewiley58@gmail.com) IP: 174.212.2.175
VIEWED	**02 / 15 / 2022** 13:04:17 UTC-5	Viewed by James Haynes (jhaynes@ocalafl.org) IP: 216.255.240.104
SIGNED	**02 / 15 / 2022** 13:04:52 UTC-5	Signed by James Haynes (jhaynes@ocalafl.org) IP: 216.255.240.104
VIEWED	**02 / 17 / 2022** 08:34:32 UTC-5	Viewed by Sandra Wilson (swilson@ocalafl.org) IP: 216.255.240.104
SIGNED	**02 / 17 / 2022** 08:34:42 UTC-5	Signed by Sandra Wilson (swilson@ocalafl.org) IP: 216.255.240.104
VIEWED	**02 / 17 / 2022** 08:55:14 UTC-5	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Housing Rehabilitation Agreement - Bruce...
FILE NAME	17230.original
DOCUMENT ID	d23fda1754095f217e997ea865439b1ecf9b8ad7
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SIGNED	**02 / 17 / 2022** 08:55:34 UTC-5	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**02 / 17 / 2022** 08:55:34 UTC-5	The document has been completed.

THIRD AMENDMENT TO AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROGRAM

THIS THIRD AMENDMENT TO AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROGRAM ("Third Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MILLER PIPELINE, LLC**, a limited liability company duly organized in Indiana and authorized to do business in the State of Florida (EIN# 35-1959522) ("Contractor").

WHEREAS, on January 8, 2019, City and Hamlet Underground, LLC entered into an Agreement for Water Resources Improvement Program (the "Original Agreement"), City of Ocala Contract Number: WSD/180111, for a term of two (2) years, from January 9, 2019 to January 8, 2021; and

WHEREAS, on February 5, 2019, the City of Ocala consented to the assignment of all obligations under the Original Agreement from Hamlet Underground, LLC to Miller Pipeline, LLC; and

WHEREAS, on January 14, 2021, City and Contractor entered into a First Amendment to Agreement for Water Resources Improvement Program ("First Amendment") extending the Original Agreement, as amended, for the first of two (2) one-year renewal periods available under the Original Agreement and amending Exhibit B – Price Proposal to reflect a three-percent (3%) price increase; and

WHEREAS, on January 11, 2022, City and Contractor entered into a Second Amendment to Agreement for Water Resources Improvement Program ("Second Amendment") extending the Original Agreement, as amended, for the final one-year renewal period available under the Original Agreement; and

WHEREAS, City and Contractor now desire to modify the services to be provided by Contractor as set forth in the Price Proposal attached to the Original Agreement, as amended, as Exhibit B.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Third Amendment.

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3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal, as amended, is hereby deleted and replaced, in its entirety, with the document attached to this Third Amendment as **Amended Exhibit B – Price Proposal**.

4. **NOTICES**. All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Miller Pipeline, LLC Attn: Harvey Vandeven 4260 NE 35th Street Ocala, Florida 34479 PH: 352-266-2834 E-mail: harvey.vandeven@millerpipeline.com
If to City of Ocala:	Tiffany L. Kimball, Contracting Officer City of Ocala, City Hall 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8366 FAX: 352-690-2025 E-mail: tkimball@ocalafl.org
Copy to:	Robert W. Batsel, Jr. Gooding & Batsel, PLLC 1531 SE 36th Avenue Ocala, Florida 34471 PH: 352-867-7707 E-mail: rbatsel@lawyersocala.com

5. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

6. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms

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and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.

7. **LEGAL AUTHORITY**. Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Third Amendment on 02 / 28 / 2022.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

/s/ Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

MILLER PIPELINE, LLC

Harvey Vandeven

By: Miller Pipeline, LLC
(Printed Name)

Title: General Manager
(Manager/Member)

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Item #	Description	Unit of Measure	Unit Price
General Construction (012200-1.5)			
G-03	PROJECT SIGN	EA	$854.90
G-04	EMERGENCY AFTER HOURS CALL OUT	HR	$618.00
G-04-1	LABOR AND EQUIPMENT	HR	$618.00
G-05-1	MAINTENANCE OF TRAFFIC	DAY	$772.50
G-05-2	MAINTENANCE OF TRAFFIC	HR	$257.50
G-06	SILT FENCE & SEDIMENT CONTROL	LF	$2.06
G-07	TREE PROTECTION/CONSTRUCTION FENCE	LF	$3.60
G-08	REMOVE & RELOCATE EXISTING MAILBOXES	EA	$123.60
G-09	CLEARING AND GRUBBING - LIGHT	SY	$4.63
G-10	CLEARING AND GRUBBING - HEAVY	SY	$8.24
G-11	EXCAVATION	CY	$5.66
G-12	IMPORTED BACKFILL MATERIAL	CY	$18.54
G-15	GRADING	SY	$3.09
G-17	REMOVE & REPLACE UNSUITABLE MATERIAL	CY	$22.66
G-19	LIMEROCK BASE 12"	SY	$17.25
G-20	# 57 STONE	CY	$45.32
G-21-1	REMOVAL OF EXSITING CONCRETE SIDEWALKS AND DRIVEWAYS (NOT REINSTALLING)	SY	$3.09
G-21-2	REMOVAL AND REPLACEMENT OF EXSITING CONCRETE SIDEWALKS AND DRIVEWAYS	SY	$72.10
G-22	REMOVAL OF EXISTING CONCRETE CURB AND GUTTER (NOT REINSTALLING)	LF	$5.15
G-23	CONCRETE FILL	CY	$206.00
G-24	ASPHALT COATINGS	GAL	$25.75
G-25	ASPHALT PAVEMENT REMOVAL	SY	$6.69
G-26	TEMPORARY ASPHALT MILLINGS	SY	$6.18
G-31	ASPHALT MILLING AND REPLACEMENT	SY	$7.46
G-32-1	ASPHALT PAVEMENT SUPERPAVE 9.5	TN	$216.30
G-32-2	ASPHALT PAVEMENT SUPERPAVE 12.5	TN	$216.30
G-33	ROADWAY GUARDRAIL	LF	$103.00
G-34-1	OBJECT MARKER, TYPE 1	EA	$166.86
G-34-2	OBJECT MARKER, TYPE 2	EA	$92.70
G-34-3	OBJECT MARKER, TYPE 3	EA	$179.22
G-34-4	OBJECT MARKER, TYPE 4	EA	$166.86
G-35-1	DELINEATOR, FLEXIBLE TUBULAR	EA	$90.64
G-35-2	DELINEATOR, NON-FLEXIBLE	EA	$86.52
G-35-3	DELINEATOR, FLEXIBLE HIGH VISIBILTY MEDIAN	EA	$197.76
G-35-4	DELINEATOR, FLEXIBLE HIGH PERFORMANCE	EA	$101.97
G-36	RUMBLE STRIPS	PS	$247.20
G-37	GROUNDING ELECTRODE	FT	$61.80
G-38-1	SIGNAL CONDUIT, FURNISH & INSTALL, UNDERGROUND	LF	$29.87
G-38-2	SIGNAL CONDUIT, FURNISH & INSTALL, SAWCUT & PLACE UNDER EXISTING PAVEMENT	LF	$85.49
G-38-3	SIGNAL CONDUIT, F & I, UNDERGROUND-JACKED	LF	$60.77
G-39-1	SPAN WIRE ASSEMBLY, F & I, SINGLE POINT, DIAGONAL	PI	$3,708.00
G-39-2	SPAN WIRE ASSEMBLY, F & I, TWO POINT, DIAGONAL	PI	$6,241.80
G-39-3	SPAN WIRE ASSEMBLY, F & I, TWO POINT, BOX	PI	$14,646.60
G-39-4	SPAN WIRE ASSEMBLY, ADJUST	PI	$2,698.60
G-39-5	SPAN WIRE ASSEMBLY, ADJUST, TWO POINT, BOX	PI	$5,180.90
G-40	PULL & JUNCTION BOX, F & I, PULL BOX	EA	$1,591.35
G-41	PULL & JUNCTION BOXES, INSTALL	EA	$1,133.00
G-42	PULL & JUNCTION BOXES, RELOCATE	EA	$1,369.90
G-52	CONSTRUCTION SURVEY	HR	$139.05
G-53	ASBUILT DRAWINGS	HR	$92.70
G-54-1	PIPE HANDRAIL-GUIDERAIL, ALUMINUM	LF	$103.00
G-54-2	PEDESTRIAN/BICYCLE, RAILING, ALUMINUM ONLY, 42" PICKET RAIL	LF	$103.00
G-54-3	PEDESTRIAN/BICYCLE, RAILING, ALUMINUM ONLY, 42" TYPE 1	LF	$97.85
G-54-4	PIPE HANDRAIL, ALUMINUM	LF	$66.95
G-55	6" BOLLARDS	EA	$535.60
G-56	CONCRETE CURB, GUTTER, VALLEY AND DROP CURB (NEW INSTALL)	LF	$30.90
G-57	CONCRETE CURB, GUTTER, VALLEY AND DROP CURB REMOVAL & REPLACEMENT	LF	$36.05
G-58-1	CONCRETE 3000 PSI	CY	$211.15
G-58-2	CONCRETE 4000 PSI	CY	$211.15
G-60-1	PAVERS, ARCHITECTURAL ROADWAY	SY	$87.55
G-60-2	PAVERS, ARCHITECTURAL SIDEWALK	SY	$87.55
G-61	CONCRETE CURB RAMPS WITH DETECTABLE WARNING SURFACE - HANDICAP	EA	$2,472.00
G-62	DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT	EA	$618.00
G-66	RIP RAP	CY	$108.15

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Item #	Description	Unit of Measure	Unit Price
G-67	CONCRETE RUBBLE (2 FT THICK)	SY	$103.00
G-75	FARM FENCING REMOVAL & REPLACEMENT	LF	$14.42
G-78	CHAIN LINK FENCING REMOVAL AND REPLACEMENT	LF	$22.66
G-79	SEED & MULCH	SY	$1.39
G-80-1	SOD-ST. AUGUSTINE	SY	$6.95
G-80-2	SOD-BAHIA	SY	$3.96
G-88-1	LOOP ASSEMBLY- F & I, TYPE A	EA	$1,591.35
G-88-2	LOOP ASSEMBLY- F & I, TYPE B	EA	$1,411.10
G-88-3	LOOP ASSEMBLY- F & I, TYPE F	EA	$1,720.10
G-89	TRAFFIC CONTROL SIGN ASSEMBLY	EA	$226.60
G-90	TRAFFIC CONTROL SIGN ASSEMBLY REMOVAL AND RELOCATION	EA	$41.20
G-91	REFLECTIVE PAVEMENT MARKERS	EA	$5.15
G-92	STANDARD WHEEL STOPS	EA	$51.50
G-93-1	TEMPORARY, WHITE, SOLID 6"	LF	$0.21
G-93-2	TEMPORARY, WHITE, SOLID 12"	LF	$0.77
G-93-3	TEMPORARY, WHITE, SOLID 24"	LF	$1.23
G-93-4	TEMPORARY SKIP TRAFFIC STRIPE, YELLOW OR WHITE, 6"	GLF	$0.41
G-93-5	TEMPORARY SOLID TRAFFIC STRIPE - 6" YELLOW	LF	$0.21
G-93-6	TEMPORARY SOLID TRAFFIC STRIPE - 6" DOUBLE YELLOW	LF	$0.41
G-94-1	THERMO, WHITE, SOLID, 6"	LF	$0.72
G-94-2	THERMO, WHITE, SOLID, 12"	LF	$2.16
G-94-3	THERMO, WHITE, SOLID, 24"	LF	$5.25
G-94-4	THERMO SKIP TRAFFIC STRIPE, YELLOW OR WHITE, 6"	GLF	$0.92
G-94-5	THERMO SOLID TRAFFIC STRIPE - 6" YELLOW	LF	$0.72
G-94-6	THERMO SOLID TRAFFIC STRIPE - 6" DOUBLE YELLOW	LF	$1.39
G-95	THERMO PAVEMENT MARKINGS	EA	$61.80
G-96	PAINTED PAVEMENT MARKINGS	EA	$37.08
G-97	ARROW BOARDS/MESSAGE BOARDS	DAY	$56.65
G-98	MISCELLANEOUS UTILIY LOCATES	HR	$154.50
Water Construction (012200-1.6)			
W-01-1	2" PVC WATER MAIN	LF	$17.51
W-01-2	4" PVC WATER MAIN	LF	$20.60
W-01-3	6" PVC WATER MAIN	LF	$23.69
W-01-4	8" PVC WATER MAIN	LF	$28.84
W-01-5	12" PVC WATER MAIN	LF	$46.35
W-01-6	14" PVC WATER MAIN	LF	$61.80
W-01-7	16" PVC WATER MAIN	LF	$71.07
W-01-8	18" PVC WATER MAIN	LF	$84.46
W-01-9	20" PVC WATER MAIN	LF	$108.15
W-01-10	24" PVC WATER MAIN	LF	$148.32
W-01-11	4" DIP WATER MAIN	LF	$42.23
W-01-12	6" DIP WATER MAIN	LF	$37.08
W-01-13	8" DIP WATER MAIN	LF	$43.26
W-01-14	12" DIP WATER MAIN	LF	$60.77
W-01-15	14" DIP WATER MAIN	LF	$69.01
W-01-16	16" DIP WATER MAIN	LF	$77.25
W-01-17	18" DIP WATER MAIN	LF	$88.58
W-01-18	20" DIP WATER MAIN	LF	$100.94
W-01-19	24" DIP WATER MAIN	LF	$126.69
W-01-20	30" DIP WATER MAIN	LF	$179.22
W-02-1	BACKFLOW PREVENTER 1"	EA	$927.00
W-02-2	BACKFLOW PREVENTER 2"	EA	$1,678.90
W-03-1	2" PVC FITTINGS	EA	$309.00
W-03-2	2" BRASS POLYETHYLENE FITTINGS	EA	$375.95
W-03-3	DIP MJ FITTINGS 4"	EA	$272.95
W-03-4	DIP MJ FITTINGS 6"	EA	$381.10
W-03-5	DIP MJ FITTINGS 8"	EA	$494.40
W-03-6	DIP MJ FITTINGS 10"	EA	$680.00
W-03-7	DIP MJ FITTINGS 12"	EA	$818.85
W-03-8	DIP MJ FITTINGS 14"	EA	$1,225.70
W-03-9	DIP MJ FITTINGS 16"	EA	$1,642.85
W-03-10	DIP MJ FITTINGS 18"	EA	$2,116.65
W-03-11	DIP MJ FITTINGS 20"	EA	$2,791.30
W-03-12	DIP MJ FITTINGS 24"	EA	$4,279.65
W-03-13	DIP MJ FITTINGS 30"	EA	$6,015.20

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Item #	Description	Unit of Measure	Unit Price
W-03-14	DIP MJ CROSS 4"	EA	$592.25
W-03-15	DIP MJ CROSS 6"	EA	$772.50
W-03-16	DIP MJ CROSS 8"	EA	$921.85
W-03-17	DIP MJ CROSS 10"	EA	$1,390.50
W-03-18	DIP MJ CROSS 12"	EA	$1,781.90
W-03-19	DIP MJ CROSS 14"	EA	$2,765.55
W-03-20	DIP MJ CROSS 16"	EA	$4,331.15
W-03-21	DIP MJ CROSS 18"	EA	$4,408.40
W-03-22	DIP MJ CROSS 20"	EA	$6,849.50
W-03-23	DIP MJ CROSS 24"	EA	$9,027.95
W-03-24	DIP MJ CROSS 30"	EA	$18,400.95
W-04-1	4" PIPE JOINT RESTRAINT	EA	$82.40
W-04-2	6" PIPE JOINT RESTRAINT	EA	$113.30
W-04-3	8" PIPE JOINT RESTRAINT	EA	$164.80
W-04-4	10" PIPE JOINT RESTRAINT	EA	$231.75
W-04-5	12" PIPE JOINT RESTRAINT	EA	$272.95
W-04-6	14" PIPE JOINT RESTRAINT	EA	$489.25
W-04-7	16" PIPE JOINT RESTRAINT	EA	$592.25
W-04-8	18" PIPE JOINT RESTRAINT	EA	$731.30
W-04-9	20" PIPE JOINT RESTRAINT	EA	$921.85
W-04-10	24" PIPE JOINT RESTRAINT	EA	$1,426.55
W-05-1	2" GATE VALVE W/SST STEM & VALVE BOX	EA	$818.85
W-05-2	4" GATE VALVE W/SST STEM & VALVE BOX	EA	$1,009.40
W-05-3	6" GATE VALVE W/SST STEM & VALVE BOX	EA	$1,246.30
W-05-4	8" GATE VALVE W/SST STEM & VALVE BOX	EA	$1,740.70
W-05-5	12" BUTTERFLY VALVE & VALVE BOX	EA	$3,017.90
W-05-6	16" BUTTERFLY VALVE & VALVE BOX	EA	$4,655.60
W-05-7	18" BUTTERFLY VALVE & VALVE BOX	EA	$5,397.20
W-05-8	24" BUTTERFLY VALVE & VALVE BOX	EA	$10,001.30
W-05-9	4" INSERT - A - VALVE	EA	$6,355.10
W-05-10	6" INSERT - A - VALVE	EA	$8,394.50
W-05-11	8" INSERT - A - VALVE	EA	$9,754.10
W-05-12	10" INSERT - A - VALVE	EA	$13,338.50
W-05-13	12" INSERT - A - VALVE	EA	$15,625.10
W-05-14	14" INSERT - A - VALVE	EA	$15,934.10
W-05-15	16" INSERT - A - VALVE	EA	$32,311.10
W-08-1	2" LINE STOP	EA	$587.10
W-08-2	4" LINE STOP	EA	$3,223.90
W-08-3	6" LINE STOP	EA	$3,893.40
W-08-4	8" LINE STOP	EA	$4,305.40
W-08-5	10" LINE STOP	EA	$4,799.80
W-08-6	12" LINE STOP	EA	$5,036.70
W-08-7	14" LINE STOP	EA	$7,282.10
W-08-8	16" LINE STOP	EA	$8,703.50
W-08-9	18" LINE STOP	EA	$9,414.20
W-08-10	20" LINE STOP	EA	$11,247.60
W-08-11	24" LINE STOP	EA	$16,016.50
W-09-1	FIRE HYDRANT ASSEMBLY ON 6" MAIN - TYPE A	EA	$4,995.50
W-09-2	FIRE HYDRANT ASSEMBLY ON 8" MAIN - TYPE A	EA	$5,108.80
W-09-3	FIRE HYDRANT ASSEMBLY ON 10" MAIN - TYPE A	EA	$5,325.10
W-09-4	FIRE HYDRANT ASSEMBLY ON 12" MAIN - TYPE A	EA	$5,417.80
W-09-5	FIRE HYDRANT ASSEMBLY ON 16" MAIN - TYPE A	EA	$6,190.30
W-09-6	FIRE HYDRANT ASSEMBLY ON 6" MAIN - TYPE B	EA	$5,335.40
W-09-7	FIRE HYDRANT ASSEMBLY ON 8" MAIN - TYPE B	EA	$5,459.00
W-09-8	FIRE HYDRANT ASSEMBLY ON 10" MAIN - TYPE B	EA	$5,675.30
W-09-9	FIRE HYDRANT ASSEMBLY ON 12" MAIN - TYPE B	EA	$5,819.50
W-09-10	FIRE HYDRANT ASSEMBLY ON 16" MAIN - TYPE B	EA	$6,643.50
W-10	REMOVE AND REPLACE EXISTING FIRE HYDRANTS	EA	$3,512.30
W-11-1	REMOVE FIRE HYDRANTS	EA	$700.40
W-11-2	REMOVE AND RELOCATE EXISTING FIRE HYDRANTS	EA	$1,472.90
W-12-1	FIRE HYDRANT 6" EXTENSION	EA	$587.10
W-12-2	FIRE HYDRANT 12" EXTENSION	EA	$648.90
W-12-3	FIRE HYDRANT 18" EXTENSION	EA	$710.70
W-12-4	FIRE HYDRANT 24" EXTENSION	EA	$782.80
W-14-1	1" SINGLE WATER SERVICE – SHORT	EA	$571.65

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Item #	Description	Unit of Measure	Unit Price
W-14-2	1" SINGLE WATER SERVICE – LONG	EA	$1,143.30
W-14-3	1" DOUBLE WATER SERVICE – SHORT	EA	$834.30
W-14-4	1" DOUBLE WATER SERVICE LONG	EA	$1,442.00
W-14-5	2" SINGLE WATER SERVICE – SHORT	EA	$2,348.40
W-14-6	2" SINGLE WATER SERVICE – LONG	EA	$3,172.40
W-14-7	2" DOUBLE WATER SERVICE – SHORT	EA	$3,234.20
W-14-8	2" DOUBLE WATER SERVICE – LONG	EA	$4,120.00
W-15-1	REMOVE & REPLACE 1" SINGLE WATER SERVICE – SHORT	EA	$602.55
W-15-2	REMOVE & REPLACE 1" SINGLE WATER SERVICE – LONG	EA	$1,205.10
W-15-3	REMOVE & REPLACE 1" DOUBLE WATER SERVICE – SHORT	EA	$865.20
W-15-4	REMOVE & REPLACE 1" DOUBLE WATER SERVICE – LONG	EA	$1,503.80
W-15-5	REMOVE & REPLACE 2" SINGLE WATER SERVICE – SHORT	EA	$2,410.20
W-15-6	REMOVE & REPLACE 2" SINGLE WATER SERVICE – LONG	EA	$3,296.00
W-15-7	REMOVE & REPLACE 2" DOUBLE WATER SERVICE – SHORT	EA	$3,290.85
W-15-8	REMOVE & REPLACE 2" DOUBLE WATER SERVICE – LONG	EA	$4,223.00
W-16-1	2" TAP ON EXISTING 4" WATER MAIN W/VALVE & SST STEM	EA	$1,081.50
W-16-2	2" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	$1,091.80
W-16-3	2" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	$1,102.10
W-16-4	2" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	$1,122.70
W-16-5	2" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	$1,133.00
W-16-6	2" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	$1,143.30
W-16-7	2" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	$1,205.10
W-16-8	2" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	$1,266.90
W-16-9	2" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	$1,266.90
W-16-10	2" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	$1,287.50
W-16-11	6" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	$3,203.30
W-16-12	6" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	$3,218.75
W-16-13	6" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	$3,244.50
W-16-14	6" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	$3,296.00
W-16-15	6" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	$3,399.00
W-16-16	6" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	$3,450.50
W-16-17	6" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	$3,476.25
W-16-18	6" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	$3,579.25
W-16-19	6" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	$3,682.25
W-16-20	8" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	$4,017.00
W-16-21	8" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	$4,042.75
W-16-22	8" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	$4,120.00
W-16-23	8" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	$4,171.50
W-16-24	8" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	$4,300.25
W-16-25	8" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	$4,326.00
W-16-26	8" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	$4,454.75
W-16-27	8" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	$4,609.25
W-16-28	12" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	$6,695.00
W-16-29	12" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	$6,746.50
W-16-30	12" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	$6,901.00
W-16-31	12" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	$6,952.50
W-16-32	12" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	$7,107.00
W-16-33	12" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	$7,313.00
W-16-34	16" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	$12,283.75
W-16-35	16" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	$13,029.50
W-16-36	16" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	$13,106.75
W-16-37	16" TAP ON EXISTING 24" WATER MAIN W/VALVE	EA	$13,287.00
W-17-1	BORE & JACK 18" STEEL CASING W/8" PVC	LF	$927.00
W-17-2	BORE & JACK 18" STEEL CASING W/8" DIP	LF	$942.45
W-17-3	BORE & JACK 24" STEEL CASING W/12" PVC	LF	$1,009.40
W-17-4	BORE & JACK 24" STEEL CASING W/12" DIP	LF	$1,024.85
W-17-5	BORE & JACK 30" STEEL CASING W/16" PVC	LF	$1,117.55
W-17-6	BORE & JACK 30" STEEL CASING W/16" DIP	LF	$1,138.15
W-17-7	BORE & JACK 30" STEEL CASING W/ 18" PVC	LF	$1,133.00
W-17-8	BORE & JACK 30" STEEL CASING W/ 18" DIP	LF	$1,153.60
W-18-1	DIRECTIONAL BORE 2" HDPE PIPE	LF	$14.42
W-18-2	DIRECTIONAL BORE 4" HDPE PIPE	LF	$36.05
W-18-3	DIRECTIONAL BORE 6" HDPE PIPE	LF	$46.35
W-18-4	DIRECTIONAL BORE 8" HDPE PIPE	LF	$72.10
W-18-5	DIRECTIONAL BORE 10" HDPE PIPE	LF	$103.00

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Item #	Description	Unit of Measure	Unit Price
W-18-6	DIRECTIONAL BORE 12" HDPE PIPE	LF	$133.90
W-18-7	DIRECTIONAL BORE 14" HDPE PIPE	LF	$175.10
W-18-8	DIRECTIONAL BORE 16" HDPE PIPE	LF	$200.85
W-18-9	DIRECTIONAL BORE 18" HDPE PIPE	LF	$247.20
W-18-10	DIRECTIONAL BORE 2" PVC PIPE	LF	$16.48
W-18-11	DIRECTIONAL BORE 4" PVC PIPE	LF	$36.05
W-18-12	DIRECTIONAL BORE 6" PVC PIPE	LF	$46.35
W-18-13	DIRECTIONAL BORE 8" PVC PIPE	LF	$72.10
W-18-14	DIRECTIONAL BORE 10" PVC PIPE	LF	$108.15
W-18-15	DIRECTIONAL BORE 12" PVC PIPE	LF	$139.05
W-18-16	DIRECTIONAL BORE 16" PVC PIPE	LF	$211.15
W-19	BLOW-OFF ASSEMBLY ON WATER MAIN	EA	$2,126.95
W-20-1	ADJUST EXISTING VALVE BOX	EA	$360.50
W-20-2	ADJUST EXISTING METER BOX	EA	$123.60
W-21	TEMPORARY JUMPER CONNECTION	EA	$2,240.25
W-22-1	ABANDON WATER SERVICE	EA	$489.25
W-22-2	ABANDON WATER MAIN	LS	$566.50
Sanitary Sewer Construction (012200-1.7)			
S-01-1	6" PVC, 0' - 6'	LF	$25.75
S-01-2	6" PVC, 6' - 12'	LF	$29.87
S-01-3	6" PVC, 12' - 18'	LF	$38.11
S-01-4	6" PVC, 18 - 24'	LF	$67.98
S-01-5	8" PVC, 0' - 6'	LF	$29.87
S-01-6	8" PVC, 6' - 12'	LF	$32.96
S-01-7	8" PVC, 12' - 18'	LF	$42.23
S-01-8	8" PVC, 18' - 24'	LF	$71.07
S-01-9	10" PVC, 0' - 6'	LF	$32.96
S-01-10	10" PVC, 6' - 12'	LF	$37.08
S-01-11	10" PVC, 12' - 18'	LF	$45.32
S-01-12	10" PVC, 18' - 24'	LF	$75.19
S-01-13	12" PVC, 0' - 6'	LF	$38.11
S-01-14	12" PVC, 6' - 12'	LF	$41.20
S-01-15	12" PVC, 12' - 18'	LF	$50.47
S-01-16	12" PVC, 18' - 24'	LF	$79.31
S-02-1	SEWER MANHOLE W/EPOXY, 0' – 6'	EA	$4,094.25
S-02-2	SEWER MANHOLE W/EPOXY, 6' – 12'	EA	$5,536.25
S-02-3	SEWER MANHOLE W/EPOXY, 12' – 18'	EA	$8,755.00
S-02-4	SEWER MANHOLE W/EPOXY, 18' – 24'	EA	$12,025.25
S-02-5	SEWER MANHOLE W/HDPE LINER, 0' – 6'	EA	$8,986.75
S-02-6	SEWER MANHOLE W/HDPE LINER, 6' – 12'	EA	$11,484.50
S-02-7	SEWER MANHOLE W/HDPE LINER, 12' – 18'	EA	$16,814.75
S-02-8	SEWER MANHOLE W/HDPE LINER, 18' – 24'	EA	$23,355.25
S-02-9	SEWER MANHOLE OVER EXISTING PIPE, 0' – 6'	EA	$4,969.75
S-02-10	SEWER MANHOLE OVER EXISTING PIPE, 6' – 12'	EA	$6,411.75
S-02-11	SEWER MANHOLE OVER EXISTING PIPE, 12' – 18'	EA	$9,759.25
S-02-12	SEWER MANHOLE OVER EXISTING PIPE, 18' – 24'	EA	$13,184.00
S-02-13	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 0' – 6'	EA	$9,759.25
S-02-14	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER , 6' – 12'	EA	$12,257.00
S-02-15	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 12' – 18'	EA	$17,690.25
S-02-16	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 18' – 24'	EA	$24,230.75
S-02-17	CONFLICT MANHOLE, 0' – 6'	EA	$5,124.25
S-02-18	CONFLICT MANHOLE, 6' – 12'	EA	$6,540.50
S-02-19	CONFLICT MANHOLE, 12' – 18'	EA	$9,759.25
S-02-20	CONFLICT MANHOLE, 18' – 24'	EA	$13,235.50
S-02-21	REMOVE & REPLACE SEWER MANHOLE, 0' – 6'	EA	$4,660.75
S-02-22	REMOVE & REPLACE SEWER MANHOLE, 6' – 12'	EA	$6,308.75
S-02-23	REMOVE & REPLACE SEWER MANHOLE, 12' – 18'	EA	$9,939.50
S-02-24	REMOVE & REPLACE INVERTS IN EXISTING MANHOLE	EA	$803.40
S-03-1	REMOVE EXISTING 22" RING & COVER & REPLACE WITH 24" HINGED RING & COVER	EA	$1,709.80
S-03-2	REMOVE EXISTING 32" RING & COVER & REPLACE WITH 32" HINGED RING & COVER	EA	$2,544.10
S-03-3	REMOVE EXISTING 22" RING & COVER & REPLACE WITH 24" HINGED RING & COVER, LABOR ONLY	EA	$556.20
S-03-4	REMOVE EXISTING 32" RING & COVER & REPLACE WITH 32" HINGED RING & COVER, LABOR ONLY	EA	$618.00
S-05	ADJUST EXISTING MANHOLE RING & COVER TO GRADE	EA	$957.90
S-06-1	6" SEWER SERVICE DROP CONNECTION, 0' – 6'	EA	$1,236.00
S-06-2	6" SEWER SERVICE DROP CONNECTION, 6' – 12'	EA	$2,060.00

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Item #	Description	Unit of Measure	Unit Price
S-06-3	6" SEWER SERVICE DROP CONNECTION, 12' – 18'	EA	$2,935.50
S-06-4	6" SEWER SERVICE DROP CONNECTION, 18' – 24'	EA	$3,759.50
S-06-5	8" SEWER MANHOLE DROP CONNECTION, 0' – 6'	EA	$1,442.00
S-06-6	8" SEWER MANHOLE DROP CONNECTION, 6' – 12'	EA	$2,317.50
S-06-7	8" SEWER MANHOLE DROP CONNECTION, 12' – 18'	EA	$3,193.00
S-06-8	8" SEWER MANHOLE DROP CONNECTION, 18' – 24'	EA	$4,017.00
S-06-9	10" SEWER MANHOLE DROP CONNECTION, 0' – 6'	EA	$1,854.00
S-06-10	10" SEWER MANHOLE DROP CONNECTION, 6' – 12'	EA	$2,781.00
S-06-11	10" SEWER MANHOLE DROP CONNECTION, 12' – 18'	EA	$3,759.50
S-06-12	10" SEWER MANHOLE DROP CONNECTION, 18' – 24'	EA	$4,686.50
S-06-13	12" SEWER MANHOLE DROP CONNECTION, 0' – 6'	EA	$2,163.00
S-06-14	12" SEWER MANHOLE DROP CONNECTION, 6' – 12'	EA	$3,193.00
S-06-15	12" SEWER MANHOLE DROP CONNECTION, 12' – 18'	EA	$4,223.00
S-06-16	12" SEWER MANHOLE DROP CONNECTION, 18' – 24'	EA	$5,253.00
S-07	RESURFACE EXISTING MANHOLES	VFT	$556.20
S-09-1	6" 2-WAY CLEANOUT, 0' – 6'	EA	$494.40
S-09-2	6" 2-WAY CLEANOUT, 6' – 12'	EA	$705.55
S-09-3	6" 2-WAY CLEANOUT, 12' – 18'	EA	$978.50
S-09-4	8" 2-WAY CLEANOUT, 0' – 6'	EA	$515.00
S-09-5	8" 2-WAY CLEANOUT, 6' – 12'	EA	$746.75
S-09-6	8" 2-WAY CLEANOUT, 12' – 18'	EA	$1,045.45
S-10-1	8" X 6" PVC WYE & BEND	EA	$175.10
S-10-2	10" X 6" PVC WYE & BEND	EA	$303.85
S-10-3	12" X 6" PVC WYE & BEND	EA	$396.55
S-11	6" PVC SEWER SERVICE	LF	$25.75
S-12	TELEVISION INSPECTION – SEWER MAIN	LF	$2.47
S-15-1	SEWER MAIN POINT REPAIRS 6" MAIN 0' – 6'	LF	$1,071.20
S-15-2	SEWER MAIN POINT REPAIRS 6" MAIN 6' – 12'	LF	$1,998.20
S-15-3	SEWER MAIN POINT REPAIRS 6" MAIN 12' – 18'	LF	$3,234.20
S-15-4	SEWER MAIN POINT REPAIRS 8" MAIN 0' – 6'	LF	$1,169.05
S-15-5	SEWER MAIN POINT REPAIRS 8" MAIN 6' – 12'	LF	$2,096.05
S-15-6	SEWER MAIN POINT REPAIRS 8" MAIN 12' – 18'	LF	$3,332.05
S-15-7	SEWER MAIN POINT REPAIRS 8" MAIN 18' – 24'	LF	$6,422.05
S-15-8	SEWER MAIN POINT REPAIRS 10" MAIN 0' – 6'	LF	$1,668.60
S-15-9	SEWER MAIN POINT REPAIRS 10" MAIN 6' – 12'	LF	$2,904.60
S-15-10	SEWER MAIN POINT REPAIRS 10" MAIN 12' – 18'	LF	$4,140.60
S-15-11	SEWER MAIN POINT REPAIRS 10" MAIN 18' – 24'	LF	$6,612.60
S-15-12	SEWER MAIN POINT REPAIRS 12" MAIN 0' – 6'	LF	$2,163.00
S-15-13	SEWER MAIN POINT REPAIRS 12" MAIN 6' – 12'	LF	$3,708.00
S-15-14	SEWER MAIN POINT REPAIRS 12" MAIN 12' – 18'	LF	$4,944.00
S-15-15	SEWER MAIN POINT REPAIRS 12" MAIN 18' – 24'	LF	$7,416.00
S-16-1	BYPASS PUMPING, 0 – 250 GPM	DAY	$4,624.70
S-16-2	BYPASS PUMPING, 250 – 500 GPM	DAY	$4,624.70
S-16-2	BYPASS PUMPING, 500 – 750 GPM	DAY	$4,624.70
S-16-3	BYPASS PUMPING, 750 – 1,000 GPM	DAY	$4,861.60
S-17-1	BORE & JACK 18" STEEL CASING W/ 6" PVC	LF	$921.85
S-17-2	BORE & JACK 18" STEEL CASING W/ 8" PVC	LF	$927.00
S-17-3	BORE & JACK 24" STEEL CASING W/ 8" PVC	LF	$978.50
S-17-4	BORE & JACK 24" STEEL CASING W/ 10" PVC	LF	$983.65
S-17-5	BORE & JACK 24" STEEL CASING W/ 12" PVC	LF	$983.65
S-17-6	BORE & JACK 30" STEEL CASING W/ 12" PVC	LF	$1,091.80
S-18-1	DIRECTIONAL BORE 2" HDPE PIPE	LF	$15.45
S-18-2	DIRECTIONAL BORE 4" HDPE PIPE	LF	$36.05
S-18-3	DIRECTIONAL BORE 6" HDPE PIPE	LF	$46.35
S-18-4	DIRECTIONAL BORE 8" HDPE PIPE	LF	$72.10
S-18-5	DIRECTIONAL BORE 10" HDPE PIPE	LF	$103.00
S-18-6	DIRECTIONAL BORE 12" HDPE PIPE	LF	$133.90
S-18-7	DIRECTIONAL BORE 14" HDPE PIPE	LF	$175.10
S-18-8	DIRECTIONAL BORE 16" HDPE PIPE	LF	$200.85
S-18-9	DIRECTIONAL BORE 18" HDPE PIPE	LF	$247.20
S-19-1	ABANDON SANITARY SEWER MAIN	LS	$540.75
S-19-2	ABANDON SANITARY SEWER MANHOLE	EA	$566.50
S-19-3	ABANDON SANITARY SEWER FORCEMAIN	LS	$515.00
S-21-1	4" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	$216.30
S-21-2	6" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	$242.05

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Item #	Description	Unit of Measure	Unit Price
S-21-3	8" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	$278.10
S-21-4	10" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	$319.30
S-21-5	12" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	$401.70
S-22-1	2" PVC FORCE MAIN	LF	$17.51
S-22-2	4" PVC FORCE MAIN	LF	$20.60
S-22-3	6" PVC FORCE MAIN	LF	$23.69
S-22-4	8" PVC FORCE MAIN	LF	$28.84
S-22-5	12" PVC FORCE MAIN	LF	$45.32
S-22-6	16" PVC FORCE MAIN	LF	$69.01
S-22-7	18" PVC FORCE MAIN	LF	$82.40
S-22-8	24" PVC FORCE MAIN	LF	$129.78
S-22-9	4" DIP FORCE MAIN	LF	$57.68
S-22-10	6" DIP FORCE MAIN	LF	$50.47
S-22-11	8" DIP FORCE MAIN	LF	$60.77
S-22-12	12" DIP FORCE MAIN	LF	$85.49
S-22-13	16" DIP FORCE MAIN	LF	$110.21
S-22-14	18" DIP FORCE MAIN	LF	$128.75
S-22-15	24" DIP FORCE MAIN	LF	$177.16
S-22-16	30" DIP FORCE MAIN	LF	$213.21
S-23-1	2" PVC SCH 80 FITTINGS	EA	$30.90
S-23-2	DIP MJ FITTINGS, 4"	EA	$484.10
S-23-3	DIP MJ FITTINGS, 6"	EA	$700.40
S-23-4	DIP MJ FITTINGS, 8"	EA	$927.00
S-23-5	DIP MJ FITTINGS, 10"	EA	$1,369.90
S-23-6	DIP MJ FITTINGS, 12"	EA	$1,611.95
S-23-7	DIP MJ FITTINGS, 16"	EA	$2,688.30
S-23-8	DIP MJ FITTINGS, 18"	EA	$3,486.55
S-23-9	DIP MJ FITTINGS, 24"	EA	$6,082.15
S-23-10	DIP MJ FITTINGS, 30"	EA	$12,540.25
S-25-1	4" PLUG VALVE & VALVE BOX	EA	$1,359.60
S-25-2	6" PLUG VALVE & VALVE BOX	EA	$1,694.35
S-25-3	8" PLUG VALVE & VALVE BOX	EA	$2,410.20
S-25-4	10" PLUG VALVE & VALVE BOX	EA	$3,038.50
S-25-5	12" PLUG VALVE & VALVE BOX	EA	$3,697.70
S-25-6	16" PLUG VALVE & VALVE BOX	EA	$6,751.65
S-25-7	18" PLUG VALVE & VALVE BOX	EA	$10,835.60
S-25-8	24" PLUG VALVE & VALVE BOX	EA	$1,951.85
S-25-9	4" FLANGED PLUG VALVE	EA	$1,653.15
S-25-10	6" FLANGED PLUG VALVE	EA	$2,085.75
S-25-11	8" FLANGED PLUG VALVE	EA	$2,466.85
S-25-12	10" FLANGED PLUG VALVE	EA	$3,888.25
S-25-13	12" FLANGED PLUG VALVE	EA	$4,568.05
S-25-14	4" FLANGED CHECK VALVE	EA	$1,823.10
S-25-15	6" FLANGED CHECK VALVE	EA	$2,240.25
S-25-16	8" FLANGED CHECK VALVE	EA	$2,842.80
S-25-17	10" FLANGED CHECK VALVE	EA	$4,341.45
S-25-18	12" FLANGED CHECK VALVE	EA	$6,210.90
S-27-1	AIR RELEASE VALVE ASSEMBLY – TYPE A	EA	$10,248.50
S-27-2	AIR RELEASE VALVE ASSEMBLY – TYPE B	EA	$4,068.50
S-27-3	AIR RELEASE VALVE ASSEMBLY – TYPE C	EA	$10,428.75
S-28	SEWAGE TANKER PUMPING	HR	$247.20
Reclaimed Water Construction (012200-1.8)			
012200-1.5	RECLAIMED WATER SYSTEM ASBUILT	HR	
R-01-1	2" PVC RECLAIMED WATER MAIN	LF	$17.51
R-01-2	4" PVC RECLAIMED WATER MAIN	LF	$20.60
R-01-3	6" PVC RECLAIMED WATER MAIN	LF	$23.69
R-01-4	8" PVC RECLAIMED WATER MAIN	LF	$28.84
R-01-5	12" PVC RECLAIMED WATER MAIN	LF	$45.32
R-01-6	16" PVC RECLAIMED WATER MAIN	LF	$69.01
R-01-7	18" PVC RECLAIMED WATER MAIN	LF	$81.37
R-01-8	4" DIP RECLAIMED WATER MAIN	LF	$42.23
R-01-9	6" DIP RECLAIMED WATER MAIN	LF	$35.02
R-01-10	8" DIP RECLAIMED WATER MAIN	LF	$42.23
R-01-11	12" DIP RECLAIMED WATER MAIN	LF	$60.77
R-01-12	16" DIP RECLAIMED WATER MAIN	LF	$77.25

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Item #	Description	Unit of Measure	Unit Price
R-01-13	18" DIP RECLAIMED WATER MAIN	LF	$88.58
R-03-1	2" PVC SCH 80 FITTINGS	EA	$30.90
R-03-2	DIP MJ FITTINGS, 4"	EA	$272.95
R-03-3	DIP MJ FITTINGS, 6"	EA	$381.10
R-03-4	DIP MJ FITTINGS, 8"	EA	$494.40
R-03-5	DIP MJ FITTINGS, 10"	EA	$700.40
R-03-6	DIP MJ FITTINGS, 12"	EA	$818.85
R-03-7	DIP MJ FITTINGS, 14"	EA	$1,225.70
R-03-8	DIP MJ FITTINGS, 16"	EA	$1,642.85
R-03-9	DIP MJ FITTINGS, 18"	EA	$2,116.65
R-03-10	DIP MJ CROSS 4"	EA	$592.25
R-03-11	DIP MJ CROSS 6"	EA	$772.50
R-03-12	DIP MJ CROSS 8"	EA	$921.85
R-03-13	DIP MJ CROSS 10"	EA	$1,390.50
R-03-14	DIP MJ CROSS 12"	EA	$1,781.90
R-03-15	DIP MJ CROSS 14"	EA	$2,765.55
R-03-16	DIP MJ CROSS 16"	EA	$4,037.60
R-03-17	DIP MJ CROSS 18"	EA	$4,408.40
R-05-1	2" GATE VALVE WITH SST STEM & VALVE BOX	EA	$628.30
R-05-2	4" GATE VALVE WITH SST STEM & VALVE BOX	EA	$1,009.40
R-05-3	6" GATE VALVE WITH SST STEM & VALVE BOX	EA	$1,179.35
R-05-4	8" GATE VALVE WITH SST STEM & VALVE BOX	EA	$1,740.70
R-05-5	10" GATE VALVE WITH SST STEM & VALVE BOX	EA	$2,466.85
R-05-6	12" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	$3,017.90
R-05-7	16" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	$4,140.60
R-05-8	18" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	$5,397.20
R-05-9	24" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	$9,682.00
R-14-1	1" SINGLE RECLAIMED WATER SERVICE – SHORT	EA	$571.65
R-14-2	1" SINGLE RECLAIMED WATER SERVICE – LONG	EA	$1,143.30
R-14-3	1" DOUBLE RECLAIMED WATER SERVICE - SHORT	EA	$834.30
R-14-4	1" DOUBLE RECLAIMED WATER SERVICE - LONG	EA	$1,442.00
R-14-5	2" SINGLE RECLAIMED WATER SERVICE – SHORT	EA	$2,348.40
R-14-6	2" SINGLE RECLAIMED WATER SERVICE – LONG	EA	$3,129.14
R-14-7	2" DOUBLE RECLAIMED WATER SERVICE - SHORT	EA	$3,234.20
R-14-8	2" DOUBLE RECLAIMED WATER SERVICE - LONG	EA	$4,120.00
R-16-1	2" TAP ON EXISTING 8" RECLAMED WATER MAIN W/ VALVE & SST STEM	EA	$1,102.10
R-16-2	2" TAP ON EXISTING 12" RECLAMED WATER MAIN W/ VALVE & SST STEM	EA	$1,133.00
R-16-3	8" TAP ON EXISTING 8" RECLAMED WATER MAIN W/ VALVE & SST STEM	EA	$4,017.00
R-16-4	8" TAP ON EXISTING 12" RECLAMED WATER MAIN W/ VALVE & SST STEM	EA	$4,120.00
R-16-5	12" TAP ON EXISTING 12" RECLAMED WATER MAIN W/ VALVE & SST STEM	EA	$6,695.00
R-16-6	16" TAP ON EXISTING 16" RECLAMED WATER MAIN W/ VALVE & SST STEM	EA	$12,282.75
R-18-1	DIRECTIONAL BORE 2" PVC	LF	$16.48
R-18-2	DIRECTIONAL BORE 4" PVC	LF	$36.05
R-18-3	DIRECTIONAL BORE 6" PVC	LF	$46.35
R-18-4	DIRECTIONAL BORE 8" PVC	LF	$72.10
R-18-5	DIRECTIONAL BORE 10" PVC	LF	$108.15
R-18-6	DIRECTIONAL BORE 12" PVC	LF	$139.05
R-18-7	DIRECTIONAL BORE 16" PVC	LF	$211.15
R-18-8	DIRECTIONAL BORE 2" HDPE	LF	$14.42
R-18-9	DIRECTIONAL BORE 4" HDPE	LF	$30.90
R-18-10	DIRECTIONAL BORE 6" HDPE	LF	$46.35
R-18-11	DIRECTIONAL BORE 8" HDPE	LF	$72.10
R-18-12	DIRECTIONAL BORE 10" HDPE	LF	$103.00
R-18-13	DIRECTIONAL BORE 12" HDPE	LF	$133.90
R-18-14	DIRECTIONAL BORE 16" HDPE	LF	$200.85
R-22-1	ABANDON RECLAIMED WATER MAIN	LS	$566.50
CHEMICAL GROUTING			
B1	Test joints, 8-inch and 10- inch gravity pipe	EA	$33.00
B2	Test joints, 12-inch and 15-inch gravity pipe	EA	$33.00
B3	Test joints, 18-inch and 21-inch gravity pipe	EA	$44.00
B4	Test and seal joints, 8-inch and 10-inch gravity pipe	EA	$33.00
B5	Test and seal joints, 12-inch and 15-inch gravity pipe	EA	$33.00
B6	Test and seal joints, 18-inch and 21-inch gravity pipe	EA	$44.00
B7	Work in rear-yard easement (items B1 to B6)	EA	$385.00
B8	Chemical grout for sealing sewer joints	GAL	$15.50

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Item #	Description	Unit of Measure	Unit Price
B9	Chemical root removal (8-inch through 12-inch)	LF	$3.50
B10	Chemical root removal (15-inch through 21-inch)	LF	$3.50
B11	Grout/Seal lateral connection 8 & 10 main, 4 & 6-inch laterals (3' minimum)	EA	$275.00
B12	Grout/Seal lateral connection 12 & 15 main, 4 & 6-inch laterals (3' minimum)	EA	$302.50
B13	Grout/Seal lateral connection 18 & 24 main, 4 & 6-inch laterals (3' minimum)	EA	$330.00
B14	Work in rear-yard easement (items B11 to B13)	LS	$385.00
B15	Mechanical root or grease removal (12-inch and smaller)	LF	$4.00
B16	Mechanical root or grease removal (15-inch through 21-inch)	LF	$5.00
B17	Sewer main cleaning and TV inspection (8-inch through 12-inch)	LF	$2.00
B18	Sewer main cleaning and TV inspection (15-inch through 21-inch)	LF	$2.50
B19	Sewer main cleaning and TV inspection (21-inch through 24-inch)	LF	$2.75
B20	Bypass pumping (8-inch and 10-inch sewer)	DAY	$550.00
B21	Bypass pumping (12-inch and 15-inch sewer)	DAY	$3,850.00
B22	Bypass pumping (18-inch and 21-inch sewer)	DAY	$8,800.00
B23	Expedited mobilization	EA	$3,850.00
SECTIONAL AND LATERAL LINERS			
D1	Install cured-in-place sectional pipe liners, 6-inch to 12-inch diameter	EA	$3,630.00
D2	Install cured-in-place sectional pipe liners, 6-inch to 12-inch diameter (per linear foot beyond 6 feet in length, all depths)	LF	$82.50
D3	Install cured-in-place sectional pipe liners, 15-inch to 18-inch diameter (up to 6 feet in length, all depths)	EA	$5,841.00
D4	Install cured-in-place sectional pipe liners, 15-inch to 18-inch diameter (per linear foot beyond 6 feet in length, all depths)	LF	$93.50
D5	Install cured-in-place sectional pipe liners, 21-inch diameter (up to 6 feet in length, all depths)	EA	$7,590.00
D6	Install cured-in-place sectional pipe liners, 21-inch diameter (per linear foot beyone 6 feet in length, all depths)	LF	$108.00
D7	Work in rear-yard easement (items E1 through E6)	EA	$330.00
D8	Reinstate laterals and grout annular space	EA	$475.00
D9	Sewer main cleaning and TV inspection (8-inch through 12-inch)	LF	$2.00
D10	Sewer main cleaning and TV inspection (15-inch through 21-inch)	LF	$2.50
D11	Sewer main cleaning and TV inspection (21-inch through 24-inch)	LF	$2.75
D12	FCLRL - Cured-in-place lateral liner 6-inch to 10-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet (all depths)	EA	$3,272.50
D13	FCLRL - Cured-in-place lateral liner 12-inch to 15-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet (all depths)	EA	$3,465.00
D14	FCLRL - Cured-in-place lateral liner 18-inch to 21-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet (all depths)	EA	$3,740.00
D15	FCLRL - Cured-in-place lateral liner 24-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet (all depths)	EA	$4,125.00
D16	FCLRL - Cured-in-place MH drop liner 8-inch to 15-inch main, 8-inch to 10-inch manhole drop connection, up to 12 linear feet of drop (all depths)	EA	$3,272.50
D17	Lateral liner 4 & 6-inch pipe, greater than 15 linear feet (all depths)	LF	$42.00
D18	Install CIP liner in 4-inch to 6-inch laterals, all depths (includes 15 feet of lateral)	EA	$2,090.00
D19	Install CIP liner in 4-inch to 6-inch laterals, all depths (per linear foot beyond 15 feet of lateral pipe)	LF	$42.00
D20	Install full-circle CIP mainline/lateral connection interface seal (minimum 3) in 6- 10- inch main with 4-inch to 6-inch laterals, all depths	EA	$2,805.00
D21	Install full-circle CIP mainline/lateral connection interface seal (minimum 3) in 12- 21- inch main with 4-inch to 6-inch laterals, all depths	EA	$3,135.00
D22	Install full-circle CIP mainline/lateral connection interface seal in 6- to 10- inch main with 4-inch to 6-inch lateral pipe, up to 6 inches of lateral piping, all depths	EA	$2,640.00
D23	Install full-circle CIP mainline/lateral connection interface seal 12-inch to 21-inch main, 4-inch & 6-inch lateral pipe, up to 6 inches of lateral piping, all depths	EA	$2,970.00
D24	Transitional liner 6-inch to 4-inch	EA	$330.00
D25	Coating removal/surface preparation (items D20 and D21)	EA	$440.00
D26	Work in rear-yard easement (items D12 through D21)	EA	$330.00
D27	Sewer lateral TV inspection from main with P&T camera (up to 30 feet)	EA	$192.50
D28	Sewer lateral tv inspection from main (beyond 30 feet)	LF	$1.10
D29	Sewer lateral TV inspection from cleanout with P&T camera (up to 30 feet)	EA	$192.50
D30	Sewer lateral TV inspection from cleanout (beyond 30 feet)	LF	$1.10
D31	Cleanout installation in grass area (up to 5 feet in depth)	EA	$1,045.00
D32	Cleanout installation in asphalt area (up to 5 feet in depth)	EA	$1,210.00
D33	Cleanout installation in concrete area (up to 5 feet in depth)	EA	$1,320.00
D34	Cleanout installation (beyond 5 feet in depth)	LF	$275.00
D35	Work in rear-yard easement (items D25 through D32)	EA	$330.00
D36	Lateral pipe grouting to facilitate proper lateral liner installation	EA	$495.00
D37	Lateral pipe testing (10% of installations)	EA	$880.00
D38	Mechanical root or grease removal (10-inch or smaller)	LF	$4.00
D39	Mechanical tuberculation removal (10-inch or smaller)	LF	$16.50
D40	Bypass pumping (8-inch and 10-inch sewer)	DAY	$550.00
D41	Bypass pumping (12-inch and 15-inch sewer)	DAY	$3,850.00
D42	Bypass pumping (18-inch and 24-inch sewer)	DAY	$8,800.00
D43	Traffic control - flagman, each	EA	$55.00
D44	Traffic control - arrow board, each	EA	$44.00
D45	Traffic control - barricade, each	EA	$1.10
D46	Expedited mobilization	EA	$825.00

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Item #	Description	Unit of Measure	Unit Price
CIP MAINLINE PIPE LINING			
E1	Install cured-in-place liner, 18-inch diameter gravity mains (8 to 12 feet in depth)	LF	$95.00
E2	Install cured-in-place liner, 18-inch diameter gravity mains (12 to 16 feet in depth)	LF	$95.00
E3	Install cured-in-place liner, 21-inch diameter gravity mains (8 to 12 feet in depth)	LF	$105.00
E4	Install cured-in-place liner, 21-inch diameter gravity mains (12 to 16 feet in depth)	LF	$105.00
E5	Install cured-in-place liner, 24-inch diameter gravity mains (8 to 12 feet in depth)	LF	$115.00
E6	Install cured-in-place liner, 24-inch diameter gravity mains (12 to 18 feet in depth)	LF	$115.00
E7	Install cured-in-place liner, 30-inch diameter gravity mains (8 to 12 feet in depth)	LF	$200.00
E8	Install cured-in-place liner, 30-inch diameter gravity mains (12 to 18 feet in depth)	LF	$200.00
E9	Work in rear-yard easement (items E-1 to E-8)	EA	$605.00
E10	Reinstate laterals and grout annular space	EA	$475.00
E11	Protruding service connection removed by internal means	EA	$264.00
E12	Mechanical root or grease removal (12-inch and smaller)	LF	$4.00
E13	Mechanical root or grease removal (15-inch through 24-inch)	LF	$5.00
E14	Mechanical tuberculation removal (12-inch or smaller)	LF	$16.50
E15	Mechanical tuberculation removal (15-inch through 18-inch)	LF	$22.00
E16	Mechanical tuberculation removal (21-inch through 30-inch)	LF	$33.00
E17	Sewer main cleaning and TV inspection (6-inch through 12-inch)	LF	$2.00
E18	Sewer main cleaning and TV inspection (15-inch through 21-inch)	LF	$2.50
E19	Sewer main cleaning and TV inspection (21-inch through 24-inch)	LF	$3.50
E20	Bypass pumping (6-inch through 12-inch sewer)	DAY	$550.00
E21	Bypass pumping (15-inch and 18-inch sewer)	DAY	$3,850.00
E22	Bypass pumping (18-inch through 30-inch sewer)	DAY	$8,800.00
E23	Traffic control - flagman, each	EA	$55.00
E24	Traffic control - arrow board, each	EA	$44.00
E25	Traffic control - barricade, each	EA	$1.10
E26	Expedited mobilization	EA	$3,850.00
E27	Consideration for indemnification	EA	$4,400.00
FORM AND FORM PIPE LINING			
F1	Install fold and form liner, 8-inch diameter gravity mains (all depths)	LF	$30.00
F2	Install fold and form liner, 10-inch diameter gravity mains (all depths)	LF	$32.00
F3	Install fold and form liner, 12-inch diameter gravity mains (all depths)	LF	$34.00
F4	Install fold and form liner, 15-inch diameter gravity mains (all depths)	LF	$57.00
F5	Reinstate laterals and grout annular space	EA	$475.00
F5	Work in rear-yard easement (items F1 and F4)	EA	$605.00
F7	Protruding service connection removed by internal means	EA	$264.00
F8	Sewer main cleaning and TV inspection (8-inch through 12-inch)	LF	$2.00
F9	Sewer main cleaning and TV inspection (15-inch through 21-inch)	LF	$2.50
F10	Sewer main cleaning and TV inspection (21-inch through 24-inch)	LF	$2.75
F11	Mechanical root or grease removal (12-inch and smaller)	LF	$16.50
F12	Mechanical tuberculation removal (12-inch or smaller)	LF	$16.50
F13	Bypass pumping (6-inch through 12-inch sewer)	DAY	$550.00
F14	Bypass pumping (12-inch and 15-inch sewer)	DAY	$3,850.00
F15	Bypass pumping (18-inch and 24-inch sewer)	DAY	$8,800.00
F16	Traffic control - flagman, each	EA	$55.00
F17	Traffic control - arrow board, each	EA	$44.00
F18	Traffic control - barricade, each	EA	$1.10
F19	Expedited mobilization	EA	$4,180.00

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HELLOSIGN

Audit Trail

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FILE NAME	For Signature - A..., LLC - WRS 1.pdf
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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**02 / 24 / 2022** 10:33:25 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Ken Whitehead (kwhitehead@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and Miller Pipeline, LLC (harvey.vandeven@millerpipeline.com) from plewis@ocalafl.org IP: 216.255.240.104
VIEWED	**02 / 26 / 2022** 19:41:24 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.55
SIGNED	**02 / 26 / 2022** 19:42:14 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.55
VIEWED	**02 / 28 / 2022** 13:47:45 UTC-5	Viewed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104
SIGNED	**02 / 28 / 2022** 13:54:46 UTC-5	Signed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104

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TITLE	For Signature: Amendment to Water Resources Improvement...
FILE NAME	For Signature - A..., LLC - WRS 1.pdf
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Document History

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VIEWED	**02 / 28 / 2022** 16:31:39 UTC-5	Viewed by Miller Pipeline, LLC (harvey.vandeven@millerpipeline.com) IP: 216.255.252.145
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COMPLETED	**02 / 28 / 2022** 16:32:35 UTC-5	The document has been completed.

FIRST AMENDMENT TO AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") PROJECTS

THIS FIRST AMENDMENT TO AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") PROJECTS ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **C.W. ROBERTS CONTRACTING, INC.**, a for-profit corporation duly organized in Indiana and authorized to do business in the State of Florida (EIN# 59-1683951) ("Contractor").

WHEREAS, on October 25, 2021, City and C.W. Roberts Contracting, Inc. entered into an Agreement for Transportation Rehabilitation Improvement ("TRIP") Projects (the "Original Agreement"), City of Ocala Contract Number: CIP/210785, for a term beginning September 29, 2021 and ending May 5, 2022; and

WHEREAS, City and Contractor now desire to modify the document attached to the Original Agreement as Exhibit B – Price Proposal to reflect additional services.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit B – Price Proposal**.
4. **NOTICES**. All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:
5.

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If to Contractor:	C.W. Roberts Contracting, Inc. Attn: Paul Carlson 4208 CR 124-A Wildwood, Florida 34785 PH: 352-330-2540 E-mail: pcarlson@cwrcontracting.com
If to City of Ocala:	Tiffany L. Kimball, Contracting Officer City of Ocala, City Hall 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8366 FAX: 352-690-2025 E-mail: tkimball@ocalafl.org
Copy to:	Robert W. Batsel, Jr. Gooding & Batsel, PLLC 1531 SE 36th Avenue Ocala, Florida 34471 PH: 352-867-7707 E-mail: rbatsel@lawyersocala.com

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 03 / 01 / 2022.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

/s/ Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

C.W. ROBERTS CONTRACTING, INC.

Stuart T. Savoy

By: Stuart T. Savoy
(Printed Name)

Title: Vice-President
(Manager/Member)

Doc ID: db94b458c2b708d3d90a983602486d50fd

Item	Description	Unit of Measure	Unit Cost
G-03	Project Sign	EA	$1,000.00
G-06	Silt Fence & Sediment Control	LF	$4.00
G-08	Remove and Relocate Existing Mailboxes	EA	$100.00
G-11-1	General Excavation	CY	$32.00
G-11-2	New Sidewalk Excavation	SY	$16.00
G-12	Imported Backfill Material	CY	$32.00
G-15	Finish Grading	SY	$4.00
G-18	Stabilized Subgrade and Sub-Base:	SY	$11.20
G-19-1	Limerock-New Material for Reworking Base	CY	$32.00
G-19-2	Limerock 4" Base	SY	$12.50
G-19-3	Limerock 6" Base	SY	$15.00
G-19-4	Limerock 8" Base	SY	$17.50
G-19-5	Limerock 12" Base	SY	$22.50
G-21	Removal of Concrete Sidewalk & Drives	SY	$18.00
G-22	Remove Existing Concrete Curb & Gutter	LF	$18.00
G-24	Joint/Crack Sealer for Pavement	GA	$50.00
G-25	Removal of existing Asphalt Pavement	SY	$18.00
G-27-1	Mill Existing Asphalt Pavement at 1" Depth	SY	$2.88
G-27-2	Mill Existing Asphalt Pavement at 1.5" Depth	SY	$3.14
G-27-3	Mill Existing Asphalt Pavement at 2" Depth	SY	$3.40
G-28	Compacted Roadway Subbase	SY	$5.00
G-29	Reclaimed Asphalt Pavement Base	SY	$8.90
G-32-1	Asphalt Leveling SP 9.5	TN	$149.05
G-32-2	Asphalt Superpave SP 12.5	TN	$129.05
G-32-3	Asphalt Superpave SP 9.5	TN	$129.05
G-32-4	Asphalt Pavement FC 9.5 w/Poly	TN	$143.38
G-32-5	Asphalt Berms, Speed Bumps & Curbs	TN	$209.95
G-32-6	Miscellaneous Asphalt Pavement	TN	$209.95
G-32-7	Asphalt Curb	LF	$22.00
G-33	Roadway Guardrail	LF	$280.00
G-34-1	Object Markers and Delineators-Object Marker, Type 1, 18"+ Diamond	EA	$227.50
G-34-2	Object Markers and Delineators-Object Marker, Type 2	EA	$227.50
G-34-3	Object Markers and Delineators-Object Marker, Type 3	EA	$227.50
G-34-4	Object Markers and Delineators-Object Marker, Type 4, End of Highway, 18"+ Diamond	EA	$227.50
G-35	Object Markers and Delineators- Delineator, Flexible Tubular	EA	$97.50
G-41	Pull and Junction Box, Install	EA	$1,550.00
G-42	Pull and Junction Box, Relocate	EA	$550.00
G-45	Stormwater Manhole Cover Adjustments	EA	$650.00
G-51	Underdrain	LF	$50.00
G-54	Pipe Handrail	LF	$88.30
G-55-1	Bollard, 4 Inch	EA	$1,010.00
G-55-2	Bollard, 6 Inch	EA	$1,125.00
G-56-1	Concrete Curb and Gutter, Type E	LF	$26.61
G-56-2	Concrete Curb and Gutter, Type F	LF	$25.29
G-56-3	Concrete Curb, Type D	LF	$18.28
G-56-4	Concrete Curb, Ribbon Curb	LF	$18.44
G-56-5	Concrete Curb Back of Sidewalk	LF	$18.47
G-56-6	Concrete Valley Gutter	LF	$25.90
G-56-7	Concrete Curb, Type RA	LF	$26.72
G-58-1	4 inch concrete (3000 psi)	SY	$54.18
G-58-2	4 inch concrete (4000 psi /with fiber)	SY	$63.77
G-58-3	6 inch concrete with fiber reinforced (3000 psi)	SY	$70.97
G-58-4	6 inch concrete with fiber reinforced (4000 psi / with fiber)	SY	$76.01
G-58-5	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	$92.11
G-58-6	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$92.83
G-58-7	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$107.02
G-58-8	Concrete Edge Beam	LF	$88.67
G-58-9	Miscellaneous Concrete	CY	$568.00
G-59	Patterned/Textured Pavement, Vehicular Areas for Crosswalk	SY	$292.50
G-60-1	Brick Paver Bands (furnish and install)	LF	$21.00

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Item	Description	Unit of Measure	Unit Cost
G-60-2	Architectural Brick (traffic rated, Furnish and install)	SY	$145.00
G-61-A	Concrete Curb Ramp (CR - A) with Detectable Warning Surface	EA	$1,724.00
G-61-B	Concrete Curb Ramp (CR - B) with Detectable Warning Surface	EA	$1,724.00
G-61-C	Concrete Curb Ramp (CR - C) with Detectable Warning Surface	EA	$1,814.00
G-61-D	Concrete Curb Ramp (CR - D) with Detectable Warning Surface	EA	$2,324.50
G-61-E	Concrete Curb Ramp (CR - E) with Detectable Warning Surface	EA	$1,254.80
G-61-F	Concrete Curb Ramp (CR - F) with Detectable Warning Surface	EA	$2,304.70
G-61-G	Concrete Curb Ramp (CR - G) with Detectable Warning Surface	EA	$2,314.60
G-61-L	Concrete Curb Ramp (CR - L) with Detectable Warning Surface	EA	$4,664.50
G-62	Detectable Warnings on Walking Surfaces (Retrofit)	SF	$75.00
G-63-1	Roof Drain Assembly, conduit	EA	$200.00
G-63-2	Roof Drain Assembly, Polylok	EA	$550.00
G-79	Seed and Mulch	SY	$3.00
G-80-1	Sod - St. Augustine	SY	$14.00
G-80-2	Sod – Bahia	SY	$9.00
G-88-1	Inductive Loop Detector Type A w/Homerun	EA	$2,750.00
G-88-2	Inductive Loop Detector Type B w/Homerun	EA	$2,750.00
G-88-3	Inductive Loop Detector Type F w/Homerun	EA	$3,750.00
G-89	Traffic Control Sign Assembly	EA	$650.00
G-90	Traffic Control Sign Assembly Removal & Relocation	EA	$195.00
G-91	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive	EA	$6.00
G-93-1	Painted Pavement Markings, Standard, White, Solid, 6"	LF	$0.26
G-93-2	Painted Pavement Markings, Standard, White, Solid, 24"	LF	$1.63
G-93-3	Painted Pavement Markings, Standard, White , Solid, 12"	LF	$0.98
G-93-4	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross)	GLF	$0.13
G-93-5	Painted Pavement Markings, Standard, White, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.65
G-93-6	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe	LF	$0.26
G-93-7	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe	LF	$0.65
G-93-8	Painted Pavement Markings, Standard, Solid 18" Yellow Stripe	LF	$1.30
G-93-9	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2'- 4' Gap Extension, 6"	GLF	$0.65
G-93-10	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.65
G-93-11	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2 - 2' Dotted, Extension, 12"	GLF	$0.65
G-93-12	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 3'- 9', Dotted, Extension, 6"	GLF	$0.65
G-94-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	$1.20
G-94-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	$4.50
G-94-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	$9.00
G-94-4	ThermoPlastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross)	GLF	$0.45
G-94-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.50
G-94-6	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe	LF	$2.40
G-94-7	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Yellow Stripe	LF	$6.00
G-94-8	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6"	GLF	$3.00
G-94-9	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12"	GLF	$4.50
G-94-10	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6"	LF	$1.50
G-94-11	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$3.00
G-94-12	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6"	GLF	$4.50
G-95-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "STOP"	EA	$300.00
G-95-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message " STOP AHEAD "	EA	$600.00
G-95-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Arrow	EA	$90.00
G-95-4	Thermoplastic Traffic Stripes andMarkings, Standard, White, Yield Line Symbol	EA	$150.00
G-95-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "SCHOOL"	EA	$375.00
G-95-6	Thermoplastic Traffic Stripes and Markings, White, Message "R & R" Crossing	EA	$375.00
G-95-7	Thermoplastic Traffic Stripes and Markings, Standard , White, Message " Bus "	EA	$375.00
G-95-8	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "HANDICAP"	EA	$375.00
G-95-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "Bike symbol"	EA	$375.00
G-96-1	Painted Pavement Markings, Standard, White, Pavement Message "Stop Ahead"	EA	$130.00
G-96-2	Painted Pavement Markings, Standard, White, Pavement Message "Stop"	EA	$130.00
G-96-3	Painted Pavement Markings, Standard, White, White Direction Arrow	EA	$130.00
G-96-4	Painted Pavement Markings, Standard, White, Yield Line Symbol	EA	$130.00
G-96-5	Painted Pavement Markings, Standard, Pavement Message "School"	EA	$130.00
G-96-6	Painted Pavement Markings, Standard, White, "R & R" Crossing	EA	$130.00

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Item	Description	Unit of Measure	Unit Cost
G-96-7	Painted Pavement Markings, Standard,Yellow, Island Nose	LF	$3.90
G-96-8	Remove Stripe / Pavement / Message (Grind or Waterblast)	SF	$5.20
G-96-9	Painted Pavement Markings, Standard, Pavement Message "BUS"	EA	$130.00
G-96-10	Painted Pavement Markings, Standard, White, Pavement Message"Handicap"	EA	$130.00
G-96-11	Painted Pavement Markings, Standard, White, Pavement Message"Bike Symbpl"	EA	$130.00
G-99	Remove & Reinstall Speed Hump	EA	$1,250.00
G-100-1	1" SCDH 40 PVC, Conduit, Furnish & Install	LF	$8.00
G-100-2	2" SCDH 40 PVC, Conduit, Furnish & Install	LF	$8.50
G-100-3	3" SCDH 40 PVC, Conduit, Furnish & Install	LF	$9.00
G-100-4	4" SCDH 40 PVC, Conduit, Furnish & Install	LF	$10.00
G-100-5	6" SCDH 40 PVC, Conduit, Furnish & Install	LF	$15.00
G-101-1	DIRECTIONAL BORE 1" PVC PIPE	LF	$45.50
G-101-2	DIRECTIONAL BORE 2" PVC PIPE	LF	$48.75
G-101-3	DIRECTIONAL BORE 2" PVC PIPE	LF	$48.75
G-101-4	DIRECTIONAL BORE 4" PVC PIPE	LF	$78.00
G-101-5	DIRECTIONAL BORE 6" PVC PIPE	LF	$109.20
G-101-6	DIRECTIONAL BORE 2" HDPE PIPE	LF	$49.40
G-101-7	DIRECTIONAL BORE 4" HDPE PIPE	LF	$78.00
G-101-8	DIRECTIONAL BORE 6" HDPE PIPE	LF	$104.00
G-101-9	DIRECTIONAL BORE 8" HDPE PIPE	LF	$156.00
G-101-10	DIRECTIONAL BORE 10 " HDPE PIPE	LF	$195.00
G-101-11	DIRECTIONAL BORE 12" HDPE PIPE	LF	$227.50
G-101-12	DIRECTIONAL BORE 14" HDPE PIPE	LF	$279.50
G-101-13	DIRECTIONAL BORE 16" HDPE PIPE	LF	$299.00
G-101-14	DIRECTIONAL BORE 18" HDPE PIPE	LF	$312.00
G-102-1	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	LF	$35.29
G-102-2	TRAFFIC SEPARATOR CONCRETE-TYPE I, 6' WIDE	LF	$49.08
G-102-3	TRAFFIC SEPARATOR CONCRETE- TYPE I, 8.5' WIDE	LF	$61.67
G-102-4	TRAFFIC SEPARATOR - CONCRETE, TYPE II, 4' WIDE	LF	$35.78
G-102-5	TRAFFIC SEPARATOR - CONCRETE, TYPE II, 6' WIDE	LF	$49.67
G-102-6	TRAFFIC SEPARATOR CONCRETE- TYPE II, 8.5' WIDE	LF	$62.56
G-102-7	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE	LF	$35.58
G-102-8	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 6' WIDE	LF	$49.37
G-102-9	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 8.5' WIDE	LF	$62.16
G-102-10	TRAFFIC SEPARATOR CONCRETE, TYPE V, 4' WIDE	LF	$35.88
G-102-11	TRAFFIC SEPARATOR CONCRETE- TYPE V, 6' WIDE	LF	$49.87
G-103	Decorative Stamp installed in concrete finish (City provides stamp)	EA	$26.00
S-04-1	Remove Existing 22" Ring & Cover & Replace W/24" Hinged R/C (Labor Only)	EA	$750.00
S-04-2	Remove Existing 32" Ring & Cover & Replace W/32" Hinged R/C (Labor Only)	EA	$1,050.00
W-20-1	Adjust Valve Box to Grade (Traffic rated metal risor ring)	EA	$655.00
W-20-2	Adjust Valve Box to Grade	EA	$525.00
W-20-3	Adjust Meter Box to Grade	EA	$400.00

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TITLE	For Signature: Amendment to Agreement for TRIP Projects...
FILE NAME	For Signatures - ...berts Contrac.pdf
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SIGNED	**02 / 28 / 2022** 14:12:16 UTC-5	Signed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104

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SIGNED	**03 / 01 / 2022** 09:49:57 UTC-5	Signed by Stuart Savoy (ssavoy@cwrcontracting.com) IP: 65.132.107.122
COMPLETED	**03 / 01 / 2022** 09:49:57 UTC-5	The document has been completed.